



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

**Thursday  
April 24, 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 APRIL 10, 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
  - b) Budget vs. Actual
  - c) Quarterly Investment Report
  - d) Financial Statements
  - e) Delinquent Tenant Report

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. Consent Items are considered routine and may be approved by one motion. Any member of the Board or staff may request to have an item removed from the Consent Calendar. If an item is pulled, the President of the Board may consider hearing the item separately from the rest of the consent items. Members of the public wishing to speak on consent items may do so when recognized by the Presiding Officer.
  - a) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE LEASE BETWEEN THE DISTRICT AND RESTORATION MASTERS.**
  - b) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE LEASE BETWEEN THE DISTRICT AND NEW LIFE BATH AND KITCHEN.**
  - c) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE LEASE BETWEEN THE DISTRICT AND MARTIN TESTA DBA TESTA CATERING.**
7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A SERVICE AGREEMENT BETWEEN THE DISTRICT AND AVIATION MANAGEMENT CONSULTING GROUP FOR AN AIRPORT RENT STUDY.**
8. **AUTHORIZATION FOR THE GENERAL MANAGER TO PROVIDE AN ANNUAL SPONSORSHIP AND SERVE AS THE PRIMARY MEMBER FOR THE REACH COUNCIL.**
9. **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.**
10. **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 Legal Counsel-Anticipated Litigation (Paragraph (2) or (3) of Subdivision (d) of Gov. Code Section 54956.9) Significant exposure to litigation: (One case).
  - 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.
11. **DIRECTORS' COMMENTS.**
12. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD APRIL 10, 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 Moreno, Adams, and Clayton. General Manager, Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung. Directors Brown and Guy were absent.

1. MINUTES OF THE REGULAR MEETING HELD March 27, 2025. Director Clayton made a Motion to approve the minutes of the regular meeting held March 27, 2025. Director Adams Seconded, and it was carried by a 3-0 vote.
2. COMMITTEE REPORT(S):
  - a) EXECUTIVE – The committee met to set the agenda.
  - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
  - c) SAFETY & SECURITY – No meeting scheduled.
  - d) REAL ESTATE – The committee met twice to discuss current leases.
  - 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 updated the Board on meetings he has attended which include the annual RSAT meeting, the tri-annual live drill planning, the pre-construction conference for the Well 6s intertie, the Lift Summit. He provided updates on solar and Customs and notified the board of two tours the airport has hosted for the Chamber.
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 073571 through 073613 in the amount of \$146,170.97, was recommended for approval as presented. Director Adams made a Motion to accept the Demand Register as presented. Director Clayton Seconded, and it was carried by a 3-0 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.

No one requested to speak.

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. Director Adams made a Motion not to approve. Director Clayton Seconded, and it was carried by a 3-0 vote.
7. Authorization for the President and Secretary to execute the Lease between the District and Restoration Masters. This item was tabled till a later meeting.
8. Authorization for the President and Secretary to execute the Lease between the District and New Life Bath & Kitchen. This item was tabled till a later meeting.
9. Authorization for the President and Secretary to execute the Lease between the District and Testa Catering. This item was tabled till a later meeting.
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. This item was tabled till a later meeting.
11. Authorization for one staff member to attend a headquarter meeting with United Airlines to be held in Chicago, IL. Director Clayton made a Motion to approve. Director Adams Seconded, and it was carried by a 3-0 vote.
12. Resolution 943. A Resolution of the Board of Directors of the Santa Maria Public Airport District approving a Grant of Easement to Pacific Gas & Electric Company for the Airport Mobile Home Park Utility Conversion Program. Director Adams made the Motion. Director Clayton Seconded, and it was carried by the following roll call vote. Directors Moreno, Adams, and Clayton voted "Yes".
13. Authorization for the General Manager to provide an annual sponsorship and serve as the primary member for the REACH Council. This item was tabled until a later meeting.
14. Closed Session. At 6:30 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).
  - 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.

At 7:22 pm, the Board and staff reconvened to Open Public Session.

There were no reportable actions.

15. Directors' Comments. Directors Adams and Clayton had no comment.

President Moreno thanked Director Adams for filling in while he was out. He is happy to be back.

16. Adjournment: President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on April 24, 2025, at the regular meeting place. Director Clayton made that Motion, Director Adams Seconded, and it was carried by a 3-0 vote.

#### ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:22 p.m. on April 10, 2025.

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Ignacio Moreno, President

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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 073614 to 073663 and electronic payments on Pacific Premier Bank and in the total amount of \$709,233.92.

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MARTIN PEHL  
GENERAL MANAGER

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DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 073614 to 073663 and electronic payments on Pacific Premier Bank in the total amount of \$709,233.92 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.

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VERONEKA READE  
MANAGER OF FINANCE AND ADMINISTRATION

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DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF APRIL 24, 2025.

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STEVE BROWN  
SECRETARY

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73614	4/9/2025	Adams, Chuck	\$600.00	Director's Fees
* 73615	4/9/2025	BMI PacWest	\$1,929.00	HVAC Service 4/1/25 - 6/30/25
* 73616	4/9/2025	Brown, Steve	\$800.00	Director's Fees
* 73617	4/9/2025	Digital West	\$950.65	Network Services - Terminal
* 73618	4/9/2025	Fenton, Kerry	\$2,120.71	Travel Reimbursement
* 73619	4/9/2025	Guy, Anthony Ted	\$400.00	Director's Fees
* 73620	4/9/2025	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 73621	4/9/2025	Moreno, Ignacio	\$200.00	Director's Fees
* 73622	4/9/2025	Quaglino Roofing	\$17,335.03	US Customs: Roof Repair
* 73623	4/9/2025	Roux Associates, Inc.	\$3,045.43	Consulting Services
* 73624	4/9/2025	SB County Air Pollution	\$2,493.03	Emissions Fees
* 73625	4/9/2025	State Water Resources Control Board	\$1,873.00	Annual Permit Fee
* 73626	4/9/2025	U.S. Dept. of Agriculture	\$2,523.35	Wildlife Abatement Program
* 73627	4/16/2025	American Assn of Airport Exec	\$325.00	Annual Affiliate Membership - Rollo Luck
* 73628	4/16/2025	American Industrial Supply	\$41.94	Terminal Maintenance
* 73629	4/16/2025	AT&T	\$49.63	Telephone Service
* 73630	4/16/2025	Comcast	\$1,414.68	Cable/Internet/Digital Voice
* 73631	4/16/2025	Comcast Business	\$2,216.60	Internet Service
* 73632	4/16/2025	Consolidated Electrical Distributors, Inc.	\$384.03	Terminal/Hangar Lighting
* 73633	4/16/2025	Gsolutionz, Inc.	\$407.02	Voice Services 3/22/25 - 4/21/25
* 73634	4/16/2025	Hayward Lumber Company	\$32.20	Hangar Maintenance
* 73635	4/16/2025	J B Dewar, Inc	\$87.81	Vehicle Maintenance
* 73636	4/16/2025	J.F. Will Company, Inc.	\$206,411.01	Taxiway C Storm Drain Repair
* 73637	4/16/2025	JD Humann Landscaping, Inc	\$6,901.82	Landscaping/Irrigation Repairs
* 73638	4/16/2025	Local Copies, Etc.	\$395.96	Business Cards
* 73639	4/16/2025	LSC Communications	\$42.18	FAA Publications
* 73640	4/16/2025	Mission Linen Service	\$304.54	Uniform Service
* 73641	4/16/2025	Napa Auto Parts	\$174.72	Vehicle Maintenance
* 73642	4/16/2025	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 73643	4/16/2025	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
73644	4/22/2025	Adamski Moroski	\$6,018.00	Legal Counsel Services
73645	4/22/2025	American Industrial Supply	\$148.68	Weed/Wildlife Maintenance
73646	4/22/2025	AT&T	\$49.65	Telephone Service
73647	4/22/2025	Bomar Security & Investigation	\$2,854.50	Security Service
73648	4/22/2025	Central City Tool Supply, Inc.	\$307.39	Hangar Maintenance
73649	4/22/2025	City of Guadalupe	\$65,693.56	Security Service/LEO - Jan & Feb 2025
73650	4/22/2025	City of Santa Maria	\$248,250.00	ARFF Services (1/1/25 -3/31/25)
73651	4/22/2025	Coastal Ag	\$115.65	Weed/Wildlife Maintenance
73652	4/22/2025	Consolidated Electrical Distributors, Inc.	\$109.94	Lighting Maintenance - Terminal
73653	4/22/2025	Ferdolage, Phil	\$250.00	Tenant Refund

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
73654	4/22/2025	Hayward Lumber Company	\$37.38	Shop Supplies
73655	4/22/2025	Home Depot	\$355.23	Fencing&Gates
73656	4/22/2025	J B Dewar, Inc	\$672.11	Unleaded/Diesel Fuel
73657	4/22/2025	Kimball Midwest	\$244.56	Terminal Maintenance
73658	4/22/2025	McMaster-Carr	\$180.63	Pavement Maintenance
73659	4/22/2025	Mead & Hunt, Inc.	\$7,500.00	Airport Consulting Service
73660	4/22/2025	Midi, Inc. DBA Valley Glass & Mirror Co.	\$255.60	FBO Maintenance
73661	4/22/2025	Moreno, Ignacio - Reimbursements	\$283.40	Travel Reimb. - Lift Summit
73662	4/22/2025	Quinn Company	\$231.99	Hangar Maintenance
73663	4/22/2025	SM Valley Chamber of Commerce	\$2,500.00	Airport Advertising
Subtotal			<u>\$611,367.81</u>	
ACH	4/9/2025	PG&E	\$22,914.27	Terminal/Admin/Hangar Electricity
ACH	4/9/2025	Frontier	\$850.85	Telephone Service
ACH	4/9/2025	Quadient	\$200.00	Postage
ACH	4/9/2025	Umpqua Bank	\$3.78	Misc Maintenance
ACH	4/10/2025	Paychex	\$8,016.49	Payroll Taxes
ACH	4/10/2025	Paychex	\$29,677.26	Payroll
ACH	4/10/2025	CA Dept of Tax and Fees	\$354.00	Sales and Use Tax
ACH	4/11/2025	Paychex	\$212.45	Paychex Invoice
ACH	4/11/2025	CalPers	\$18,329.83	Employee Health Insurance
ACH	4/14/2025	Empower Retirement	\$5,572.70	Employee Paid Retirement
ACH	4/14/2025	Frontier	\$256.87	Telephone Service
ACH	4/15/2025	PG&E	\$1,659.97	Terminal/Admin/Hangar Electricity
ACH	4/15/2025	The Gas Company	\$1,387.84	Utilities - Gas
ACH	4/16/2025	De Lage Landen	\$83.74	Copier
ACH	4/17/2025	Ready Refresh	\$58.35	Water Delivery
ACH	4/22/2025	CalPers	\$7,353.53	Employee Retirement
ACH	4/22/2025	Frontier	\$934.18	Telephone Service
Subtotal			<u>\$97,866.11</u>	
Total			<u><u>\$709,233.92</u></u>	



**Santa Maria Public Airport District**

**Budget vs. Actual - YTD**

**As of March 31, 2025**

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	55,753.01	67,500.00	(11,746.99)	(17.4 %)
61100-Tiedowns	20,654.00	21,375.00	(721.00)	(3.4 %)
61200-Fuel Flowage Fees	95,974.38	75,000.01	20,974.37	28.0 %
62000-T-Hangar	438,983.00	465,025.50	(26,042.50)	(5.6 %)
62100-Corporate Hangar	316,140.00	326,935.52	(10,795.52)	(3.3 %)
62200-Owner Build Hangar	17,973.00	17,973.00	0.00	.0 %
63000-T-Hangar Storage	37,640.00	38,625.02	(985.02)	(2.6 %)
64100-Main Hangar	105,768.00	105,750.00	18.00	.0 %
64200-Commercial Aviation	359,644.51	297,750.01	61,894.50	20.8 %
64300-Land Lease - Commercial Aviation	73,818.00	73,950.02	(132.02)	(.2 %)
65000-Car Rental	132,251.54	146,250.00	(13,998.46)	(9.6 %)
65100-Terminal Space Lease	128,416.94	128,250.00	166.94	.1 %
66100-Agricultural Lease	1,158,109.79	1,362,630.01	(204,520.22)	(15.0 %)
66200-Non Aviation Land Leases	306,892.35	306,750.01	142.34	.0 %
66300-Cell Tower Lease	45,450.00	45,450.00	0.00	.0 %
66400-Mobile Home Parks	408,187.05	419,250.01	(11,062.96)	(2.6 %)
67000-Administrative Income	22,820.03	16,500.01	6,320.02	38.3 %
67210-Leo Reimbursement	0.00	5,250.01	(5,250.01)	(100.0 %)
69100-Interest and Investment Earnings	205,648.15	187,500.01	18,148.14	9.7 %
69110-AIP Reimbursement	19,545.00	0.00	19,545.00	.0 %
69120-PFC Revenue	37,184.39	48,749.99	(11,565.60)	(23.7 %)
69200-Tax Revenues	1,311,415.77	1,819,500.02	(508,084.25)	(27.9 %)
Total Income	5,298,268.91	5,975,964.15	(677,695.24)	(11.3 %)
80000-G&A	12,808.32	10,500.02	2,308.30	22.0 %
80001-MHP - Maintenance	10,127.65	23,250.01	(13,122.36)	(56.4 %)
80002-MHP - MHP Liability Insurance	15,281.66	10,500.02	4,781.64	45.5 %
80003-MHP - Property Management	18,800.00	21,150.00	(2,350.00)	(11.1 %)
80004-MHP - Salaries/ Employee Related Expenses	90,033.70	96,000.02	(5,966.32)	(6.2 %)
80005-MHP - Utilities	161,368.05	150,000.02	11,368.03	7.6 %
80100-Salaries- Administration	370,249.23	391,500.00	(21,250.77)	(5.4 %)
80101-Salaries - Maintenance & Operations	396,172.54	409,350.01	(13,177.47)	(3.2 %)
80102-Employee Benefits - Other	46,554.11	42,750.00	3,804.11	8.9 %
80104-Employee Benefits - Medical	208,704.94	212,250.01	(3,545.07)	(1.7 %)
80105-Medicare Tax	12,848.15	11,625.02	1,223.13	10.5 %
80106-PERS Retirement	255,842.30	266,100.02	(10,257.72)	(3.9 %)
81000-ARFF Services	745,030.00	744,750.00	280.00	.0 %
81100-Electricity	208,306.38	175,125.07	33,181.31	18.9 %
81200-Natural Gas	7,830.15	8,550.06	(719.91)	(8.4 %)
81300-Water	81,041.01	82,500.05	(1,459.04)	(1.8 %)
81600-Communications	58,422.15	60,206.26	(1,784.11)	(3.0 %)
81601-Communications - Alarm	13,088.52	11,700.00	1,388.52	11.9 %
81602-Communications - Wireless	13,697.53	13,425.02	272.51	2.0 %
81603-Communications - Access Control	1,040.62	975.01	65.61	6.7 %
82400-Supplies Office	20,201.66	33,000.05	(12,798.39)	(38.8 %)
82410-Supplies Shop	36,354.98	22,500.00	13,854.98	61.6 %
82420-Supplie- Fire Fighting	60,829.81	45,622.52	15,207.29	33.3 %
82500-Fuel Expense	22,641.94	34,500.01	(11,858.07)	(34.4 %)
83000-Maintenance - Misc	9,324.69	15,975.06	(6,650.37)	(41.6 %)
83001-Maintenance - Lighting	17,238.07	19,875.04	(2,636.97)	(13.3 %)
83002-Maintenance - Generator	4,925.67	5,625.03	(699.36)	(12.4 %)
83003-Maintenance - Pavement	12,493.22	25,500.04	(13,006.82)	(51.0 %)
83004-Maintenance - Weed/Wildlife	34,080.94	45,000.00	(10,919.06)	(24.3 %)
83005-Maintenance - Fencing & Gates	8,796.56	14,475.07	(5,678.51)	(39.2 %)
83006-Maintenance - Building	45,855.93	56,780.30	(10,924.37)	(19.2 %)
83007-Maintenance - Fire Alarm	3,761.22	4,800.01	(1,038.79)	(21.6 %)
83008-Maintenance - Drainage	2,119.40	11,250.03	(9,130.63)	(81.2 %)
83100-Signs	2,681.78	6,375.04	(3,693.26)	(57.9 %)
84000-Equipment Lease	7,240.81	7,500.01	(259.20)	(3.5 %)

84500-Janitorial	115,455.00	103,786.54	11,668.46	11.2 %
84700-Landscaping	47,867.90	55,487.28	(7,619.38)	(13.7 %)
85000-Vehicle Maintenance	37,903.27	57,749.99	(19,846.72)	(34.4 %)
85400-Dues and Membership	75,911.23	56,250.00	19,661.23	35.0 %
86000-Advertising	12,334.63	37,500.02	(25,165.39)	(67.1 %)
86001-Consulting - Admin	99,785.47	87,498.00	12,287.47	14.0 %
86002-Consulting Professional	289,596.55	191,455.51	98,141.04	51.3 %
86003-Consulting - Legal	220,425.39	200,625.02	19,800.37	9.9 %
86004-Consulting - Security	261,484.12	368,250.02	(106,765.90)	(29.0 %)
86005-Bank Fees	791.38	1,800.00	(1,008.62)	(56.0 %)
86006-Computer Software	164,180.00	107,625.01	56,554.99	52.5 %
86007-Customs	0.00	93,750.02	(93,750.02)	(100.0 %)
86015-Depreciation - Hangar Area	6,709.36	20,250.00	(13,540.64)	(66.9 %)
86020-Depreciation - Owner Build	867.53	0.00	867.53	.0 %
86025-Depreciation - Landing Area	330,559.00	1,500,000.02	(1,169,441.02)	(78.0 %)
86035-Depreciation - FBO	0.00	18,750.01	(18,750.01)	(100.0 %)
86045-Depreciation - Revenue Gen Land	0.00	177,000.02	(177,000.02)	(100.0 %)
86055- Depreciation - Terminal Area	99,066.35	294,000.02	(194,933.67)	(66.3 %)
86100-Depreciation - Administration	26,602.00	33,750.00	(7,148.00)	(21.2 %)
86200-Insurance	230,444.54	334,500.02	(104,055.48)	(31.1 %)
86500-Permits	517.80	9,000.00	(8,482.20)	(94.2 %)
86600-Education and Recognition	7,792.58	17,456.26	(9,663.68)	(55.4 %)
86700-Business Travel	14,028.19	22,500.00	(8,471.81)	(37.7 %)
86800-Fire Fighting Training	0.00	20,250.00	(20,250.00)	(100.0 %)
86900-Election Expense	30,622.60	15,000.02	15,622.58	104.2 %
88001-Airfest Expense - Sponsorship	75,000.00	56,250.00	18,750.00	33.3 %
88009-Airfest Expenses- Miscellaneous	1,054.08	0.00	1,054.08	.0 %
88609-Conservation Easement	2,017,870.16	1,556,448.02	461,422.14	29.6 %
Total Expenses	7,182,662.82	8,527,916.63	(1,345,253.81)	(15.8 %)
Net Income	(1,884,393.91)	(2,551,952.48)	667,558.57	4.4 %



**MEMORANDUM**

**Santa Maria Public Airport District**

**DATE:** April 24, 2025

**TO:** Board of Directors

**FROM:** Veroneka Reade, Manager of Finance and Administration

**SUBJECT:** Quarterly Investment Report – March 31, 2025

On April 11, 1996, the Board of Directors adopted Resolution 557 establishing an investment policy for the Santa Maria Public Airport District. Paragraph 12 of that resolution requires the District Manager of Finance and Administration to submit a quarterly investment report to the Board of Directors. This report covers the quarter ending March 31, 2025.

California Government Code Section 53646(e) specifies that if all funds of the District are placed in the Local Agency Investment Fund (LAIF), FDIC-insured accounts and/or in a county investment pool, then the quarterly investment report may consist of copies of the latest statements from such institutions.

The Local Agency Investment Fund (LAIF) is a division of the Pooled Money Investment Account of the State of California (PMIA). Statements of the District's LAIF account activity and the Market Evaluation and Maturity Schedule for March 31, 2025, are attached and made a part of this quarterly investment report to the District's Board of Directors.

California Government Code Section 53646(b)(1) specifies that the quarterly report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. The report shall also include a current market value as of the date of the report and shall include the source of this same valuation. This information is included in the Market Evaluation and Maturity Schedule for the funds in LAIF and in the California Class Schedule of Investments dated 01/01/2025. Statements of the District's Pacific Premier account activity, California CLASS, and the Local Agency report as of March 31, 2025, are attached and made a part of this quarterly investment report to the District's Board of Directors.

I certify with the filing of this quarterly investment report for the periods ending March 31, 2025, that (1) all investment actions executed during the quarter were made in full compliance with the Investment Policy and, (2) the portfolio is in compliance with the investment policy and (3) the Santa Maria Public Airport District will meet its expenditure obligations for the next six months.

SANTA MARIA PUBLIC AIRPORT DISTRICT  
STATEMENT OF PACIFIC PREMIER INVESTMENT ACCOUNT ACTIVITIES  
FOR QUARTER ENDING MARCH 31, 2025

Pacific Premeier	
BEGINNING BALANCE PACIFIC PREMIER BANK (03/31/25)	<u>\$822,709.46</u>
TRANSFERS OUT FOR DISTRICT USE	<u>(\$500,000.00)</u>
TRANSFERS IN	<u>\$350,000.00</u>
INTEREST POSTED	<u>\$6,645.42</u>
Deposits	
ENDING BALANCE PACIFIC PREMIER BANK	<u>\$679,354.88</u>

**Note: Pacific Premier was earning 3.95% as of 12/31/24**



SANTA MARIA PUBLIC AIRPORT DISTRICT  
3217 TERMINAL DR  
SANTA MARIA CA 93455-1836

Page 1 of 1  
Branch 128  
Account Number: 4108097100  
Date 01/31/2025

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	1/01/25	822,709.46
Deposits / Misc Credits	1	2,764.51
Withdrawals / Misc Debits	0	.00
** Ending Balance	1/31/25	825,473.97 **
Service Charge		.00
Interest Paid Thru 1/31/25		2,764.51
Interest Paid Year To Date		2,764.51
Average Collected Balance		822,709
Average Rate / Cycle Days		3.95000 / 31

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
1/31	2,764.51		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
1/31	825,473.97				



SANTA MARIA PUBLIC AIRPORT DISTRICT  
3217 TERMINAL DR  
SANTA MARIA CA 93455-1836

Page 1 of 1  
Branch 128  
Account Number: 4108097100  
Date 02/28/2025

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	2/01/25	825,473.97
Deposits / Misc Credits	1	1,627.53
Withdrawals / Misc Debits	2	450,000.00
** Ending Balance	2/28/25	377,101.50 **
Service Charge		.00
Interest Paid Thru 2/28/25		1,627.53
Interest Paid Year To Date		4,392.04
Average Collected Balance		536,188
Average Rate / Cycle Days		3.95000 / 28

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
2/28	1,627.53		INTEREST EARNED

Withdrawals and Debits

Date	Deposits	Withdrawals	Activity Description
2/05		150,000.00	Ref 2EUJ73W To *1229 Operations
2/14		300,000.00	Ref 2RQAVAJ To *1229 For Operations

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
2/05	675,473.97	2/14	375,473.97	2/28	377,101.50



SANTA MARIA PUBLIC AIRPORT DISTRICT  
3217 TERMINAL DR  
SANTA MARIA CA 93455-1836

Page 1 of 1  
Branch 128  
Account Number: 4108097100  
Date 03/31/2025

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	3/01/25	377,101.50
Deposits / Misc Credits	2	352,253.38
Withdrawals / Misc Debits	1	50,000.00
** Ending Balance	3/31/25	679,354.88 **
Service Charge		.00
Interest Paid Thru 3/31/25		2,253.38
Interest Paid Year To Date		6,645.42
Average Collected Balance		670,649
Average Rate / Cycle Days		3.95000 / 31

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
3/05	350,000.00		Ref 3ISMTAB From *1229 Excess Funds
3/31	2,253.38		INTEREST EARNED

Withdrawals and Debits

Date	Deposits	Withdrawals	Activity Description
3/25		50,000.00	Ref 4BE16IM To *1229 For Operations

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/05	727,101.50	3/25	677,101.50	3/31	679,354.88

SANTA MARIA PUBLIC AIRPORT DISTRICT  
STATEMENT OF LAIF ACCOUNT ACTIVITIES  
FOR QUARTER ENDING MARCH 31,2025

LAIF	
BEGINNING BALANCE LAIF (12/31/24)	<u>\$1,684,237.16</u>
TRANSFERS OF EXCESS FUNDS TO LAIF	
PREVIOUS QUARTER'S INTEREST POSTED LAIF	<u>\$19,588.14</u>
TRANSFERS OUT TO DEPOSIT IN CALIFORNIA CLASS	
ENDING BALANCE LAIF	<u>\$1,703,825.30</u>
INTEREST EARNED DURING CURRENT QUARTER LAIF	<u>\$18,775.97</u>

**Note: LAIF was earning 4.45% as of 03/31/25**





# State of California

## Pooled Money Investment Account

### Market Valuation

### 3/31/2025

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 40,147,336,135.36	\$ 40,475,086,722.20	\$ 40,480,617,490.00	NA
Notes	\$ 42,918,275,329.21	\$ 42,905,793,758.30	\$ 43,039,332,894.00	\$ 377,246,656.00
Federal Agency:				
SBA	\$ 209,725,735.24	\$ 209,725,735.24	\$ 213,398,560.71	\$ 840,069.51
MBS-REMICs	\$ 1,137,937.87	\$ 1,137,937.87	\$ 1,127,788.60	\$ 4,964.16
Debentures	\$ 6,726,125,283.48	\$ 6,726,125,283.48	\$ 6,723,244,200.00	\$ 51,486,574.00
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,750,000,000.00	\$ 2,750,000,000.00	\$ 2,758,623,500.00	\$ 30,063,449.00
Discount Notes	\$ 29,244,125,236.00	\$ 29,523,194,138.66	\$ 29,512,185,000.00	NA
Supranational Debentures	\$ 3,336,408,572.81	\$ 3,335,613,056.14	\$ 3,334,716,800.00	\$ 19,165,126.50
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ -		\$ -	\$ -
CDs and YCDs	\$ 14,500,000,000.00	\$ 14,500,000,000.00	\$ 14,500,669,836.83	\$ 173,222,847.19
Commercial Paper	\$ 10,600,784,777.74	\$ 10,703,897,041.65	\$ 10,704,693,041.66	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 940,730,522.83	\$ 940,109,761.72	\$ 935,812,095.00	\$ 7,807,479.16
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,184,500,000.00	\$ 5,184,500,000.00	\$ 5,184,500,000.00	NA
PMIA & GF Loans	\$ 233,331,000.00	\$ 233,331,000.00	\$ 233,331,000.00	NA
<b>TOTAL</b>	<b>\$ 156,792,480,530.54</b>	<b>\$ 157,488,514,435.26</b>	<b>\$ 157,622,252,206.80</b>	<b>\$ 659,837,165.52</b>

Fair Value Including Accrued Interest

\$ 158,282,089,372.32

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.000849191)  
 As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,016,983.81 or \$20,000,000.00 x 1.000849191

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

April 08, 2025

[LAIF Home](#)  
[PMIA Average Monthly](#)  
[Yields](#)

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SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER  
3217 TERMINAL DRIVE  
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

**Account Number:** 80-42-001

January 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/15/2025	1/14/2025	QRD	1766669	N/A	SYSTEM	19,588.14

**Account Summary.**

Total Deposit:	19,588.14	Beginning Balance:	1,684,237.16
Total Withdrawal:	0.00	Ending Balance:	1,703,825.30

California State Treasurer  
***Fiona Ma, CPA***



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

April 08, 2025

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[PMIA Average Monthly](#)  
[Yields](#)

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SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER  
3217 TERMINAL DRIVE  
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

**Account Number:** 80-42-001

February 2025 Statement

**Account Summary.**

Total Deposit:	0.00	Beginning Balance:	1,703,825.30
Total Withdrawal:	0.00	Ending Balance:	1,703,825.30

California State Treasurer  
***Fiona Ma, CPA***



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

April 08, 2025

[LAIF Home](#)  
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[Yields](#)

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SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER  
3217 TERMINAL DRIVE  
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

**Account Number:** 80-42-001

March 2025 Statement

**Account Summary.**

Total Deposit:	0.00	Beginning Balance:	1,703,825.30
Total Withdrawal:	0.00	Ending Balance:	1,703,825.30

CALIFORNIA CLASS  
Schedule of Investments  
01/01/25

Cusip	Security Description	Coupon	Maturity Date	Days to Reset	Maturity	Share/Par	Original Cost	Amortized Cost	Price	Market Value	Unrealized Gain / (Loss)	% of MV	Ratings S&P	YTM	Current Yield
<b>Bank Deposits</b>															
<b>BANKS SAVINGS-DEPOSIT ACCOUNT</b>															
USB DDA	USBank Overnight Sweep	1.00%	V		1	622,316.68	622,316.68	622,316.68	100.00	622,316.68	-	0.04%	A-1	1.00%	1.00%
<b>TOTAL : BANKS SAVINGS-DEPOSIT ACCOUNT</b>						<b>622,316.68</b>	<b>622,316.68</b>	<b>622,316.68</b>		<b>622,316.68</b>	<b>-</b>	<b>0.04%</b>			
<b>TOTAL : Bank Deposits</b>						<b>622,316.68</b>	<b>622,316.68</b>	<b>622,316.68</b>		<b>622,316.68</b>	<b>-</b>	<b>0.04%</b>			
<b>Certificates of Deposit</b>															
<b>BANKING</b>															
05593DDG5	BNP Paribas New York Branch	4.62%	V	06/10/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.02	5,000,975.00	975.00	0.31%	A-1	4.62%	4.62%
06051WQM9	Bank of America, N.A.	4.58%	F	07/07/25	187	8,000,000.00	8,000,000.00	8,000,000.00	99.99	7,999,552.00	(448.00)	0.49%	A-1	4.54%	4.58%
06367DM51	Bank of Montreal Chicago	4.58%	V	04/22/25	1	10,000,000.00	10,000,000.00	10,000,000.00	99.98	9,998,440.00	(1,560.00)	0.61%	A-1	4.58%	4.58%
20271EL80	Commonwealth Bank of Australia New Yo	4.59%	V	06/20/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.00	9,999,983.00	(17.00)	0.61%	A-1+	4.59%	4.59%
22532XYJ1	Credit Agricole CIB New York	4.59%	V	01/31/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.00	14,999,610.00	(390.00)	0.92%	A-1	4.59%	4.59%
22532XYK8	Credit Agricole CIB New York	4.62%	V	01/10/25	1	8,000,000.00	8,000,000.00	8,000,000.00	100.00	8,000,048.00	48.00	0.49%	A-1	4.62%	4.62%
22536HTE9	Credit Agricole CIB New York	4.80%	F	03/11/25	69	7,000,000.00	7,000,000.00	7,000,000.00	100.05	7,003,521.00	3,521.00	0.43%	A-1	4.47%	4.80%
23344JBD6	DZ Bank AG New York	4.57%	V	02/12/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	4,999,930.00	(70.00)	0.31%	A-1	4.57%	4.57%
55380U2N6	Mitsubishi UFJ Trust & Banking Corp. New	4.62%	V	04/14/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,185.00	185.00	0.31%	A-1	4.62%	4.62%
55380U6E2	MUFG Bank Ltd. New York	4.62%	F	05/13/25	132	15,000,000.00	15,000,000.00	15,000,000.00	100.02	15,003,615.00	3,615.00	0.92%	A-1	4.52%	4.62%
55380U7C5	Mitsubishi UFJ Trust & Banking Corp. New	4.60%	V	06/03/25	1	10,000,000.00	10,000,000.00	10,000,000.00	99.99	9,998,990.00	(1,010.00)	0.61%	A-1	4.60%	4.60%
55380UXF9	Mitsubishi UFJ Trust & Banking Corp. New	4.60%	V	02/03/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,055.00	55.00	0.31%	A-1	4.60%	4.60%
60683DH85	Mitsubishi UFJ Trust & Banking Corp. New	4.57%	V	04/04/25	1	7,000,000.00	7,000,000.00	7,000,000.00	99.99	6,999,426.00	(574.00)	0.43%	A-1	4.57%	4.57%
60683DZK8	Mitsubishi UFJ Trust & Banking Corp. New	4.57%	V	01/03/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.00	14,999,970.00	(30.00)	0.92%	A-1	4.57%	4.57%
60710TTY7	Mizuho Bank Ltd. New York	4.59%	V	03/05/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,040.00	40.00	0.61%	A-1	4.59%	4.59%
60710TUD1	Mizuho Bank Ltd. New York	4.57%	V	04/02/25	1	7,000,000.00	7,000,000.00	7,000,000.00	99.99	6,999,496.00	(504.00)	0.43%	A-1	4.57%	4.57%
60710TVD0	Mizuho Bank Ltd. New York	4.60%	V	04/29/25	1	8,000,000.00	8,000,000.00	8,000,000.00	100.00	7,999,776.00	(224.00)	0.49%	A-1	4.60%	4.60%
60710TVS7	Mizuho Bank Ltd. New York	4.60%	V	05/09/25	1	10,000,000.00	10,000,000.00	10,000,000.00	99.99	9,998,970.00	(1,030.00)	0.61%	A-1	4.60%	4.60%
63253TK69	National Australia Bank Ltd. New York	4.58%	V	06/18/25	1	20,000,000.00	20,000,000.00	20,000,000.00	99.98	19,995,320.00	(4,680.00)	1.22%	A-1+	4.58%	4.58%
63873QAC5	Natixis New York Branch	4.59%	V	01/03/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.00	14,999,955.00	(45.00)	0.92%	A-1	4.59%	4.59%
63873QSR1	Natixis New York Branch	4.79%	F	03/12/25	70	7,000,000.00	7,000,000.00	7,000,000.00	100.05	7,003,416.00	3,416.00	0.43%	A-1	4.47%	4.79%
65558WBZ0	Nordea Bank Abp New York	4.57%	V	02/10/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.01	15,002,194.50	2,194.50	0.92%	A-1+	4.57%	4.57%
65558WFJ2	Nordea Bank Abp New York	4.58%	V	06/27/25	1	20,000,000.00	20,000,000.00	20,000,000.00	99.98	19,995,100.00	(4,900.00)	1.22%	A-1+	4.58%	4.58%
69033NC77	Oversea-Chinese Banking Corp. Ltd. New Y	4.58%	V	02/03/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,390.00	390.00	0.61%	A-1+	4.58%	4.58%
69033NDB8	Oversea-Chinese Banking Corp. Ltd. New Y	4.55%	V	03/27/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,105.00	105.00	0.31%	A-1+	4.55%	4.55%
69033NDJ1	Oversea-Chinese Banking Corp. Ltd. New Y	4.55%	V	04/25/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	4,999,939.00	(61.00)	0.31%	A-1+	4.55%	4.55%
69033NDW2	Oversea-Chinese Banking Corp. Ltd. New Y	4.57%	V	05/30/25	1	20,000,000.00	20,000,000.00	20,000,000.00	100.00	19,999,520.00	(480.00)	1.22%	A-1+	4.57%	4.57%
78015JX77	Royal Bank of Canada New York	4.57%	V	05/09/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	4,999,921.50	(78.50)	0.31%	A-1+	4.57%	4.57%
86564PU25	Sumitomo Mitsui Trust Bank, Ltd. New Yo	4.60%	V	05/19/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.00	9,999,982.00	(18.00)	0.61%	A-1	4.60%	4.60%
86564PX97	Sumitomo Mitsui Trust Bank, Ltd. New Yo	4.60%	V	06/10/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.00	9,999,985.00	(15.00)	0.61%	A-1	4.60%	4.60%
86565GFS4	Sumitomo Mitsui Banking Corp. New York	4.60%	V	05/01/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.00	14,999,565.00	(435.00)	0.92%	A-1	4.60%	4.60%
86565GGL8	Sumitomo Mitsui Banking Corp. New York	4.60%	V	06/02/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,460.00	460.00	0.61%	A-1	4.60%	4.60%
86565GGU8	Sumitomo Mitsui Banking Corp. New York	4.63%	V	06/09/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.02	5,000,840.00	840.00	0.31%	A-1	4.63%	4.63%
86959TEM4	Svenska Handelsbanken New York	4.62%	V	02/28/25	1	10,000,000.00	9,999,976.08	9,999,994.95	100.01	10,001,460.00	1,465.05	0.61%	A-1+	4.62%	4.62%
86959TFJ0	Svenska Handelsbanken New York	4.54%	V	01/09/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,045.00	45.00	0.92%	A-1+	4.54%	4.54%
86959TGR1	Svenska Handelsbanken New York	4.56%	V	02/27/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,235.00	235.00	0.31%	A-1+	4.56%	4.56%
86959THN9	Svenska Handelsbanken New York	4.57%	V	05/16/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,175.00	175.00	0.31%	A-1+	4.57%	4.57%
96130AYR3	Westpac Banking Corp. New York	4.57%	V	06/23/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	4,999,990.00	(10.00)	0.31%	A-1+	4.57%	4.57%
96130AYS1	Westpac Banking Corp. New York	4.56%	V	06/02/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	4,999,975.00	(25.00)	0.31%	A-1+	4.56%	4.56%
<b>TOTAL : BANKING</b>						<b>377,000,000.00</b>	<b>376,999,976.08</b>	<b>376,999,994.95</b>		<b>377,001,155.00</b>	<b>1,160.05</b>	<b>23.05%</b>			
<b>TOTAL : Certificates of Deposit</b>						<b>377,000,000.00</b>	<b>376,999,976.08</b>	<b>376,999,994.95</b>		<b>377,001,155.00</b>	<b>1,160.05</b>	<b>23.05%</b>			
<b>Commercial Paper</b>															
<b>BANKING</b>															
06054CFH3	BofA Securities Inc.	4.64%	V	02/28/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.01	5,000,650.00	650.00	0.31%	A-1	4.64%	4.64%
06054CGM1	BofA Securities Inc.	4.67%	V	05/23/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.02	10,002,340.00	2,340.00	0.61%	A-1	4.67%	4.67%
06054CHL2	BofA Securities Inc.	4.60%	V	04/17/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.01	10,000,570.00	570.00	0.61%	A-1	4.60%	4.60%
06054CHN8	BofA Securities Inc.	4.60%	V	04/23/25	1	10,000,000.00	10,000,000.00	10,000,000.00	100.01	10,000,600.00	600.00	0.61%	A-1	4.60%	4.60%
06054NUN9	BofA Securities Inc.			07/22/25	202	5,000,000.00	4,867,118.06	4,875,770.84	97.51	4,875,330.00	(440.84)	0.30%	A-1	4.62%	4.62%
06741FQ59	Barclays Bank PLC			03/05/25	63	5,000,000.00	4,884,133.33	4,959,183.33	99.20	4,960,200.00	1,016.67	0.30%	A-1+	4.65%	4.65%
06741FQC4	Barclays Bank PLC			03/12/25	70	5,000,000.00	4,880,688.89	4,954,766.67	99.12	4,955,860.00	1,093.33	0.30%	A-1+	4.64%	4.64%
06741FQU4	Barclays Bank PLC			03/28/25	86	5,000,000.00	4,887,658.33	4,947,819.44	98.92	4,945,945.00	(1,874.44)	0.30%	A-1+	4.64%	4.64%
06741FRM1	Barclays Bank PLC			04/21/25	110	15,000,000.00	14,645,416.67	14,791,083.34	98.62	14,793,285.00	2,201.66	0.90%	A-1+	4.64%	4.64%
06741FSC2	Barclays Bank PLC			05/12/25	131	10,000,000.00	9,766,180.56	9,835,694.45	98.36	9,836,240.00	545.55	0.60%	A-1+	4.64%	4.64%
06741FST5	Barclays Bank PLC			05/27/25	146	3,000,000.00	2,930,536.67	2,944,658.34	98.18	2,945,322.00	663.66	0.18%	A-1+	4.64%	4.64%

**CALIFORNIA CLASS**  
Schedule of Investments  
01/01/25

Cusip	Security Description	Coupon	Maturity Date	Days to Reset		Share/Par	Original Cost	Amortized Cost	Price	Market Value	Unrealized		Ratings		YTM	Current Yield
				Maturity							Gain / (Loss)	% of MV	S&P			
17327AN78	Citigroup Global Markets		01/07/25		6	5,000,000.00	4,860,566.67	4,996,291.67	99.92	4,995,790.30	(501.37)	0.31%	A-1		5.13%	5.13%
17327APA9	Citigroup Global Markets		02/10/25		40	8,000,000.00	7,747,255.56	7,954,153.33	99.50	7,959,753.20	5,599.87	0.49%	A-1		4.61%	4.61%
17327AU21	Citigroup Global Markets		07/02/25		182	5,000,000.00	4,866,366.67	4,885,366.67	97.67	4,883,610.00	(1,756.67)	0.30%	A-1		4.78%	4.78%
17327AU70	Citigroup Global Markets		07/07/25		187	5,000,000.00	4,863,200.00	4,882,200.00	97.70	4,884,780.35	2,580.35	0.30%	A-1		4.60%	4.60%
17327AU96	Citigroup Global Markets		07/09/25		189	3,000,000.00	2,922,125.00	2,930,283.33	97.67	2,930,122.23	(161.10)	0.18%	A-1		4.61%	4.61%
17327AUJ4	Citigroup Global Markets		07/18/25		198	5,000,000.00	4,868,354.17	4,878,243.06	97.52	4,876,205.00	(2,038.06)	0.30%	A-1		4.68%	4.68%
44988GEN4	ING (U.S.) Funding LLC	4.62%	V		1	5,000,000.00	5,000,000.00	5,000,000.00	100.01	5,000,360.00	360.00	0.31%	A-1		4.62%	4.62%
44988GEP9	ING (U.S.) Funding LLC	4.63%	V		1	3,000,000.00	3,000,000.00	3,000,000.00	100.01	3,000,309.00	309.00	0.18%	A-1		4.63%	4.63%
44988KLG2	ING (U.S.) Funding LLC	4.63%	V		1	5,000,000.00	5,000,000.00	5,000,000.00	100.01	5,000,490.00	490.00	0.31%	A-1		4.63%	4.63%
71708EN92	Pfizer Inc.		01/09/25		8	7,000,000.00	6,810,066.67	6,992,813.33	99.89	6,992,202.00	(611.33)	0.43%	A-1		5.09%	5.09%
TOTAL : BANKING						134,000,000.00	131,799,667.25	132,828,327.80		132,839,964.08	11,636.28	8.12%				
						134,000,000.00	131,799,667.25	132,828,327.80		132,839,964.08	11,636.28	8.12%				
TOTAL : Commercial Paper																
Asset Backed Commerical Paper																
BANKING																
01626FP77	Alinghi Funding Co. LLC		02/07/25		37	8,000,000.00	7,751,488.89	7,957,600.00	99.53	7,962,152.00	4,552.00	0.49%	A-1		4.69%	4.69%
04821TT96	Atlantic Asset Securitization LLC		06/09/25		159	10,000,000.00	9,768,455.56	9,798,988.89	98.02	9,802,000.00	3,011.11	0.60%	A-1		4.64%	4.64%
04821TTD7	Atlantic Asset Securitization LLC		06/13/25		163	5,000,000.00	4,888,125.00	4,898,750.00	97.97	4,898,570.55	(179.45)	0.30%	A-1		4.64%	4.64%
07644AN83	Bedford Row Funding Corp.		01/08/25		7	5,000,000.00	4,843,508.33	4,995,550.00	99.90	4,994,940.00	(610.00)	0.31%	A-1+		5.28%	5.28%
07644AND2	Bedford Row Funding Corp.		01/13/25		12	8,000,000.00	7,745,868.89	7,987,117.78	99.84	7,987,323.52	205.74	0.49%	A-1+		4.83%	4.83%
07644CKL3	Bedford Row Funding Corp.	4.59%	V		1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,085.00	85.00	0.31%	A-1+		4.59%	4.59%
07645RER3	Bedford Row Funding Corp.	4.60%	V		1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,120.00	120.00	0.31%	A-1+		4.60%	4.60%
07645REX0	Bedford Row Funding Corp.	4.60%	V		1	7,000,000.00	7,000,000.00	7,000,000.00	100.00	6,999,713.00	(287.00)	0.43%	A-1+		4.60%	4.60%
07645REY8	Bedford Row Funding Corp.	4.60%	V		1	5,000,000.00	5,000,000.00	5,000,000.00	99.98	4,999,015.00	(985.00)	0.31%	A-1+		4.60%	4.60%
07646KHG8	Bedford Row Funding Corp.	4.58%	V		1	5,000,000.00	5,000,000.00	5,000,000.00	99.94	4,996,885.00	(3,115.00)	0.31%	A-1+		4.58%	4.58%
07646KHJ2	Bedford Row Funding Corp.	4.60%	V		1	10,000,000.00	10,000,000.00	10,000,000.00	99.99	9,999,120.00	(880.00)	0.61%	A-1+		4.60%	4.60%
07646KHK9	Bedford Row Funding Corp.	4.60%	V		1	8,000,000.00	8,000,000.00	8,000,000.00	99.99	7,999,248.00	(752.00)	0.49%	A-1+		4.60%	4.60%
07646KHL7	Bedford Row Funding Corp.	4.60%	V		1	3,000,000.00	3,000,000.00	3,000,000.00	99.99	2,999,577.00	(423.00)	0.18%	A-1+		4.60%	4.60%
10924HS62	Brighthouse Financial, Inc.		05/06/25		125	8,000,000.00	7,815,168.89	7,874,071.11	98.41	7,873,128.00	(943.11)	0.48%	A-1+		4.71%	4.71%
10924HT53	Brighthouse Financial, Inc.		06/05/25		155	10,000,000.00	9,768,455.56	9,804,077.78	97.98	9,798,370.00	(5,707.78)	0.60%	A-1+		4.85%	4.85%
11042LQC7	Britannia Funding Co. LLC		03/12/25		70	7,000,000.00	6,834,800.00	6,936,673.33	99.08	6,935,586.00	(1,087.33)	0.42%	A-1		4.84%	4.84%
11042LQE3	Britannia Funding Co. LLC		03/14/25		72	5,000,000.00	4,879,525.00	4,953,258.33	99.05	4,952,635.00	(623.33)	0.30%	A-1		4.85%	4.85%
11042LRE2	Britannia Funding Co. LLC		04/14/25		103	10,000,000.00	9,762,583.33	9,869,100.00	98.69	9,869,403.00	303.00	0.60%	A-1		4.69%	4.69%
11042LS19	Britannia Funding Co. LLC		05/01/25		120	5,000,000.00	4,883,216.67	4,923,641.67	98.38	4,919,125.00	(4,516.67)	0.30%	A-1		5.00%	5.00%
11042LS76	Britannia Funding Co. LLC		05/07/25		126	5,000,000.00	4,884,227.78	4,920,486.11	98.41	4,920,572.10	85.99	0.30%	A-1		4.68%	4.68%
11042LS92	Britannia Funding Co. LLC		05/09/25		128	8,000,000.00	7,810,693.33	7,870,742.22	98.39	7,870,971.36	229.14	0.48%	A-1		4.67%	4.67%
11042NAN6	Britannia Funding Co. LLC	4.62%	V		1	10,000,000.00	10,000,000.00	10,000,000.00	100.00	9,999,990.00	(10.00)	0.61%	A-1		4.62%	4.62%
11042NAP1	Britannia Funding Co. LLC	4.62%	V		1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	4,999,995.00	(5.00)	0.31%	A-1		4.62%	4.62%
11042NAR7	Britannia Funding Co. LLC	4.62%	V		1	10,000,000.00	10,000,000.00	10,000,000.00	100.00	9,999,980.00	(20.00)	0.61%	A-1		4.62%	4.62%
1247P2UE2	CAFCO LLC		07/14/25		194	5,000,000.00	4,875,000.00	4,879,375.00	97.51	4,875,370.00	(4,005.00)	0.30%	A-1		4.81%	4.81%
12710GNA4	Cabot Trail Funding LLC		01/10/25		9	5,000,000.00	4,870,225.00	4,994,200.00	99.87	4,993,655.00	(545.00)	0.31%	A-1+		5.15%	5.15%
12710GNG1	Cabot Trail Funding LLC		01/16/25		15	10,000,000.00	9,733,200.00	9,979,700.00	99.80	9,979,690.00	(10.00)	0.61%	A-1+		4.95%	4.95%
15963RDY6	Chariot Funding LLC	4.60%	V		1	2,000,000.00	2,000,000.00	2,000,000.00	99.98	1,999,582.00	(418.00)	0.12%	A-1		4.60%	4.60%
15963REA7	Chariot Funding LLC	4.65%	V		1	5,000,000.00	5,000,000.00	5,000,000.00	99.99	4,999,745.00	(255.00)	0.31%	A-1		4.65%	4.65%
15963REC3	Chariot Funding LLC	4.66%	V		1	3,000,000.00	3,000,000.00	3,000,000.00	100.00	2,999,999.40	(0.60)	0.18%	A-1		4.66%	4.66%
15963RED1	Chariot Funding LLC	4.66%	V		1	3,000,000.00	3,000,000.00	3,000,000.00	100.00	2,999,999.70	(0.30)	0.18%	A-1		4.66%	4.66%
16115VST7	Charta LLC		05/27/25		146	5,000,000.00	4,880,933.33	4,908,166.66	98.18	4,909,105.00	938.34	0.30%	A-1		4.63%	4.63%
16115VTD1	Charta LLC		06/13/25		163	5,000,000.00	4,885,625.00	4,898,750.00	97.97	4,898,745.20	(4.80)	0.30%	A-1		4.63%	4.63%
16115VUE7	Charta LLC		07/14/25		194	15,000,000.00	14,625,000.00	14,638,125.00	97.51	14,626,110.00	(12,015.00)	0.89%	A-1		4.81%	4.81%
16115VUF4	Charta LLC		07/15/25		195	5,000,000.00	4,874,375.00	4,878,750.00	97.50	4,875,010.00	(3,740.00)	0.30%	A-1		4.80%	4.80%
17177LUB8	Ciesco, LLC		07/11/25		191	10,000,000.00	9,751,250.00	9,762,500.00	97.55	9,755,120.00	(7,380.00)	0.60%	A-1		4.80%	4.80%
17177LUF9	Ciesco, LLC		07/15/25		195	10,000,000.00	9,748,750.00	9,757,500.00	97.59	9,758,557.00	1,057.00	0.60%	A-1		4.63%	4.63%
19767CTC0	Columbia Funding Co. LLC		06/12/25		162	5,000,000.00	4,886,250.00	4,899,375.00	97.99	4,899,355.00	(19.95)	0.30%	A-1		4.63%	4.63%
38346LQ41	Gotham Funding Corp.		03/04/25		62	3,000,000.00	2,964,503.33	2,976,464.16	99.21	2,976,156.00	(308.16)	0.18%	A-1		4.72%	4.72%
40588LSL4	Halkin Finance LLC		05/20/25		139	10,000,000.00	9,768,722.22	9,823,666.66	98.27	9,826,685.20	3,018.54	0.60%	A-1		4.63%	4.63%
40588LSM2	Halkin Finance LLC		05/21/25		140	5,000,000.00	4,885,000.00	4,911,194.44	98.25	4,912,736.65	1,542.21	0.30%	A-1		4.63%	4.63%
40588LS7	Halkin Finance LLC		05/27/25		146	8,000,000.00	7,813,955.56	7,851,777.78	98.18	7,854,568.00	2,790.22	0.48%	A-1		4.63%	4.63%
4820P5CK2	Jupiter Securitization Co. LLC	4.73%	V		1	3,000,000.00	3,000,000.00	3,000,000.00	100.00	2,999,997.00	(3.00)	0.18%	A-1		4.73%	4.73%
4820P5CL0	Jupiter Securitization Co. LLC	4.73%	V		1	3,000,000.00	3,000,000.00	3,000,000.00	100.00	3,000,000.00	-	0.18%	A-1		4.73%	4.73%
50286LNP6	La Fayette Asset Securitization LLC		01/06/25		5	5,000,000.00	4,871,423.61	4,997,061.11	99.93	4,996,325.00	(736.11)	0.31%	A-1		5.37%	5.37%
50286LN90	La Fayette Asset Securitization LLC		01/09/25		8	5,000,000.00	4,858,076.39	4,994,798.61	99.89	4,994,517.50	(281.11)	0.31%	A-1		5.01%	5.01%
53944QN63	LMA Americas LLC		01/06/25		5	10,000,000.00	9,718,600.00	9,994,044.44	99.92	9,992,480.00	(1,564.44)	0.61%	A-1		5.49%	5.49%

**CALIFORNIA CLASS**  
Schedule of Investments  
01/01/25

Cusip	Security Description	Coupon	Maturity Date	Days to Reset		Share/Par	Original Cost	Amortized Cost	Price	Market Value	Unrealized	% of MV	Ratings		YTM	Current Yield
											Gain / (Loss)		S&P			
53944QNN6	LMA Americas LLC		01/22/25	21		5,000,000.00	4,843,508.33	4,985,166.67	99.73	4,986,442.15	1,275.48	0.30%	A-1		4.73%	4.73%
53944QNP1	LMA Americas LLC		01/23/25	22		5,000,000.00	4,842,766.67	4,984,425.00	99.71	4,985,540.00	1,115.00	0.30%	A-1		4.81%	4.81%
53944QPE4	LMA Americas LLC		02/14/25	44		3,000,000.00	2,882,295.00	2,980,972.50	99.43	2,982,969.00	1,996.50	0.18%	A-1		4.74%	4.74%
53944QP53	LMA Americas LLC		02/26/25	56		4,000,000.00	3,901,517.78	3,970,238.89	99.28	3,971,180.00	941.11	0.24%	A-1		4.73%	4.73%
53944QQC7	LMA Americas LLC		03/12/25	70		5,000,000.00	4,882,500.00	4,954,958.33	99.10	4,955,030.00	71.67	0.30%	A-1		4.73%	4.73%
53944QTJ9	LMA Americas LLC		06/18/25	168		5,000,000.00	4,883,125.00	4,895,625.00	97.83	4,891,325.00	(4,300.00)	0.30%	A-1		4.83%	4.83%
54316TPE6	Longship Funding LLC		02/14/25	44		5,000,000.00	4,929,301.39	4,972,109.72	99.45	4,972,375.00	265.28	0.30%	A-1+		4.61%	4.61%
55458ESP6	Mackinac Funding Company, LLC		05/23/25	142		5,000,000.00	4,882,319.44	4,910,308.33	98.23	4,911,525.35	1,217.02	0.30%	A-1		4.63%	4.63%
56274WEA4	Manhattan Asset Funding Co.	4.60%	V	02/06/25	1	5,000,000.00	4,999,759.50	4,999,952.44	100.00	4,999,994.00	41.56	0.31%	A-1		4.60%	4.60%
67983TN85	Old Line Funding LLC		01/08/25	7		5,000,000.00	4,845,733.33	4,995,550.00	99.90	4,994,965.00	(585.00)	0.31%	A-1+		5.26%	5.26%
67984RPD5	Old Line Funding LLC	4.58%	V	02/03/25	1	3,000,000.00	3,000,000.00	3,000,000.00	100.01	3,000,324.00	324.00	0.18%	A-1+		4.58%	4.58%
67984RPG8	Old Line Funding LLC	4.58%	V	03/18/25	1	5,000,000.00	5,000,000.00	5,000,000.00	99.99	4,999,565.00	(435.00)	0.31%	A-1+		4.58%	4.58%
67984RPL7	Old Line Funding LLC	4.60%	V	06/05/25	1	10,000,000.00	10,000,000.00	10,000,000.00	99.97	9,996,990.00	(3,010.00)	0.61%	A-1+		4.60%	4.60%
67984RPM5	Old Line Funding LLC	4.60%	V	06/17/25	1	15,000,000.00	15,000,000.00	15,000,000.00	99.97	14,995,125.00	(4,875.00)	0.92%	A-1+		4.60%	4.60%
69901MT55	Paradelle Funding LLC		06/05/25	155		8,000,000.00	7,813,746.67	7,843,262.23	98.02	7,841,928.00	(1,334.23)	0.48%	A-1		4.75%	4.75%
76582EMD4	Ridgefield Funding Co. LLC	4.61%	V	03/06/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.01	5,000,355.00	355.00	0.31%	A-1		4.61%	4.61%
76582JSE5	Ridgefield Funding Co. LLC		05/14/25	133		15,000,000.00	14,646,258.33	14,750,300.00	98.35	14,752,379.10	2,079.10	0.90%	A-1		4.61%	4.61%
85520LNX9	Starbird Funding Corp.		01/31/25	30		3,000,000.00	2,901,839.17	2,987,119.17	99.62	2,988,502.44	1,383.27	0.18%	A-1		4.68%	4.68%
85520LT47	Starbird Funding Corp.		06/04/25	154		5,000,000.00	4,870,288.89	4,904,587.50	98.08	4,904,237.25	(350.25)	0.30%	A-1		4.63%	4.63%
85520LT62	Starbird Funding Corp.		06/06/25	156		5,000,000.00	4,869,041.67	4,903,340.28	98.04	4,902,220.00	(1,120.28)	0.30%	A-1		4.67%	4.67%
88602TN82	Thunder Bay Funding LLC		01/08/25	7		5,000,000.00	4,844,250.00	4,995,130.00	99.90	4,995,130.00	(420.00)	0.31%	A-1+		5.08%	5.08%
88603AHK2	Thunder Bay Funding LLC	4.58%	V	02/03/25	1	3,000,000.00	3,000,000.00	3,000,000.00	100.00	2,999,856.00	(144.00)	0.18%	A-1+		4.58%	4.58%
88603AHM8	Thunder Bay Funding LLC	4.58%	V	03/18/25	1	10,000,000.00	10,000,000.00	10,000,000.00	99.99	9,998,700.00	(1,300.00)	0.61%	A-1+		4.58%	4.58%
88603AHP1	Thunder Bay Funding LLC	4.58%	V	04/23/25	1	7,000,000.00	7,000,000.00	7,000,000.00	99.98	6,998,460.00	(1,540.00)	0.43%	A-1+		4.58%	4.58%
88603AHR7	Thunder Bay Funding LLC	4.60%	V	06/02/25	1	12,000,000.00	12,000,000.00	12,000,000.00	99.97	11,996,460.00	(3,540.00)	0.73%	A-1+		4.60%	4.60%
88603AHS5	Thunder Bay Funding LLC	4.60%	V	06/23/25	1	7,000,000.00	7,000,000.00	7,000,000.00	100.00	6,999,989.50	(10.50)	0.43%	A-1+		4.60%	4.60%
92646KQ47	Victory Receivables Corp.		03/04/25	62		3,000,000.00	2,964,503.33	2,976,464.16	99.21	2,976,195.00	(269.16)	0.18%	A-1		4.71%	4.71%
TOTAL : BANKING						475,000,000.00	467,449,761.17	470,945,436.30		470,899,775.02	(45,661.28)		28.79%			
TOTAL : Asset Backed Commerical Paper						475,000,000.00	467,449,761.17	470,945,436.30		470,899,775.02	(45,661.28)		28.79%			
Government Bond																
GOVERNMENT SPONSORED																
3130B1VF4	Federal Home Loan Bank	4.38%	V	01/06/25	1	8,000,000.00	8,000,000.00	8,000,000.00	100.00	8,000,088.40	88.40	0.49%	AA+		4.37%	4.37%
3130B1XE2	Federal Home Loan Bank	4.38%	V	01/13/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,137.15	137.15	0.31%	AA+		4.37%	4.37%
3130B22D6	Federal Home Loan Bank	4.37%	V	02/03/25	1	5,000,000.00	5,000,000.00	5,000,000.00	100.01	5,000,502.30	502.30	0.31%	AA+		4.37%	4.37%
3130B2DR3	Federal Home Loan Bank	4.39%	V	04/15/25	1	2,000,000.00	2,000,000.00	2,000,000.00	100.00	2,000,093.10	93.10	0.12%	AA+		4.39%	4.39%
3130B2MD4	Federal Home Loan Bank	4.39%	V	03/06/25	1	4,000,000.00	4,000,000.00	4,000,000.00	100.01	4,000,216.20	216.20	0.24%	AA+		4.39%	4.39%
3130B4BP5	Federal Home Loan Bank	4.37%	V	05/28/25	1	20,000,000.00	20,000,000.00	20,000,000.00	100.00	19,999,659.20	(340.80)	1.22%	AA+		4.37%	4.37%
3130B4DA6	Federal Farm Credit Bank	4.37%	V	05/22/25	1	20,000,000.00	20,000,000.00	20,000,000.00	100.00	19,999,849.40	(150.60)	1.22%	AA+		4.37%	4.37%
3130B4DB4	Federal Home Loan Bank	4.38%	V	06/23/25	1	20,000,000.00	20,000,000.00	20,000,000.00	100.00	19,999,768.00	(232.00)	1.22%	AA+		4.38%	4.38%
3130B4DR9	Federal Home Loan Bank	4.38%	V	07/28/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.00	14,999,896.95	(103.05)	0.92%	AA+		4.38%	4.38%
3130B4DS7	Federal Home Loan Bank	4.39%	V	08/27/25	1	17,000,000.00	17,000,000.00	17,000,000.00	100.00	16,999,779.34	(220.66)	1.04%	AA+		4.39%	4.39%
3133ERD81	Federal Farm Credit Bank	4.38%	V	04/25/25	1	12,000,000.00	12,000,000.00	12,000,000.00	100.00	12,000,513.24	513.24	0.73%	AA+		4.37%	4.37%
3133ERD99	Federal Farm Credit Bank	4.38%	V	05/22/25	1	12,000,000.00	12,000,000.00	12,000,000.00	100.00	11,999,886.60	(113.40)	0.73%	AA+		4.38%	4.38%
3133ERP54	Federal Farm Credit Bank	4.38%	V	06/26/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.00	14,999,848.80	(151.20)	0.92%	AA+		4.38%	4.38%
3133ERP62	Federal Farm Credit Bank	4.38%	V	05/27/25	1	15,000,000.00	15,000,000.00	15,000,000.00	100.00	14,999,898.00	(102.00)	0.92%	AA+		4.38%	4.38%
TOTAL : GOVERNMENT SPONSORED						170,000,000.00	170,000,000.00	170,000,000.00		170,000,136.68	136.68		10.39%			
TOTAL : Government Bond						170,000,000.00	170,000,000.00	170,000,000.00		170,000,136.68	136.68		10.39%			
Money Market																
MONEY MARKET																
31607A703	Fidelity Government Portfolio -Institution	4.42%	V		1	117,411,376.45	117,411,376.45	117,411,376.45	100.00	117,411,376.45	-	7.18%	AAA		4.42%	4.42%
608919718	Federated Government Obligations - Pren	4.40%	V		1	10,576,338.79	10,576,338.79	10,576,338.79	100.00	10,576,338.79	-	0.65%	AAA		4.40%	4.40%
825252885	InvesCo STIT Government & Agency Portf	4.41%	V		1	16,585,836.88	16,585,836.88	16,585,836.88	100.00	16,585,836.88	-	1.01%	AAA		4.41%	4.41%
857492706	State Street Institutional US Government	4.42%	V		1	80,115,480.00	80,115,480.00	80,115,480.00	100.00	80,115,480.00	-	4.90%	AAA		4.42%	4.42%
949921126	Allspring Government Money Market Fun	4.42%	V		1	17,033,618.16	17,033,618.16	17,033,618.16	100.00	17,033,618.16	-	1.04%	AAA		4.42%	4.42%
TOTAL : MONEY MARKET						241,722,650.28	241,722,650.28	241,722,650.28		241,722,650.28	-		14.78%			
TOTAL : Money Market						241,722,650.28	241,722,650.28	241,722,650.28		241,722,650.28	-		14.78%			
Repurchase Agreement																
REPURCHASE AGREEMENTS																
RPEJ3E619	RBC Capital Markets Repo 4.4% , due 01/1	4.40%	F	01/02/25	1	87,100,506.80	87,100,506.80	87,100,506.80	100.00	87,100,506.80	-	5.33%	A-1+		4.40%	4.40%
RPEJ3E650	J.P. Morgan Sec. Repo 4.45% , due 01/02/	4.45%	F	01/02/25	1	145,500,000.00	145,500,000.00	145,500,000.00	100.00	145,500,000.00	-	8.90%	A-1		4.45%	4.45%
TOTAL : REPURCHASE AGREEMENTS						232,600,506.80	232,600,506.80	232,600,506.80		232,600,506.80	-		14.22%			

CALIFORNIA CLASS  
Schedule of Investments  
01/01/25

Cusip	Security Description	Coupon	Maturity Date	Days to Reset		Share/Par	Original Cost	Amortized Cost	Price	Market Value	Unrealized	% of MV	Ratings	YTM	Current Yield
				Maturity							Gain / (Loss)		S&P		
TOTAL : Repurchase Agreement						232,600,506.80	232,600,506.80	232,600,506.80		232,600,506.80	-	14.22%			
T-Bill															
U.S. TREASURY BILLS															
912797NZ6	U.S. Treasury Bill		04/15/25	104	10,000,000.00	9,860,571.67	9,879,318.34	98.80	9,880,459.20	1,140.86	0.60%	A-1+	4.25%	4.25%	
					10,000,000.00	9,860,571.67	9,879,318.34		9,880,459.20	1,140.86	0.60%				
TOTAL : T-Bill					10,000,000.00	9,860,571.67	9,879,318.34		9,880,459.20	1,140.86	0.60%				
Grand Total					1,640,945,473.76	1,631,055,449.93	1,635,598,551.15		1,635,566,963.74	(31,587.41)	100.00%				



SANTA MARIA PUBLIC AIRPORT DISTRICT

STATEMENT OF CALIFORNIA CLASS ACCOUNT ACTIVITIES

FOR QUARTER ENDING DECEMBER 31, 2024

CALIFORNIA CLASS	
BEGINNING BALANCE LAIF (09/30/24)	<u>\$3,293,598.29</u>
TRANSFERS FOR FISH AND WILDLIFE PAYMENT	
INTEREST RECEIVED	<u>\$35,951.80</u>
TRANSFERS OUT	
ENDING BALANCE LAIF	<u>\$3,329,550.09</u>

**Note: The interest rate on 3-31-25 was 4.4119%**



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Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, CA 93455

California CLASS

California CLASS

Average Monthly Yield: 4.4246%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0104-0001	General Fund	3,293,598.29	0.00	0.00	12,375.28	12,375.28	3,293,997.49	3,305,973.57
TOTAL		3,293,598.29	0.00	0.00	12,375.28	12,375.28	3,293,997.49	3,305,973.57



# Account Statement

January 31, 2025

Page 2 of 3

Account Number: CA-01-0104-0001

## General Fund

## Account Summary

Average Monthly Yield: 4.4246%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	3,293,598.29	0.00	0.00	12,375.28	12,375.28	3,293,997.49	3,305,973.57

## Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2025	Beginning Balance			3,293,598.29	
01/31/2025	Income Dividend Reinvestment	12,375.28			
01/31/2025	Ending Balance			3,305,973.57	



## California CLASS

## California CLASS

Date	Dividend Rate	Daily Yield
01/01/2025	0.000000000	4.5202%
01/02/2025	0.000124025	4.5268%
01/03/2025	0.000369801	4.4993%
01/04/2025	0.000000000	4.4993%
01/05/2025	0.000000000	4.4993%
01/06/2025	0.000121697	4.4419%
01/07/2025	0.000120918	4.4135%
01/08/2025	0.000120448	4.3964%
01/09/2025	0.000119996	4.3799%
01/10/2025	0.000361182	4.3944%
01/11/2025	0.000000000	4.3944%
01/12/2025	0.000000000	4.3944%
01/13/2025	0.000120326	4.3919%
01/14/2025	0.000120320	4.3917%
01/15/2025	0.000120336	4.3923%
01/16/2025	0.000120343	4.3924%
01/17/2025	0.000481700	4.3955%
01/18/2025	0.000000000	4.3955%
01/19/2025	0.000000000	4.3955%
01/20/2025	0.000000000	4.3955%
01/21/2025	0.000120444	4.3962%
01/22/2025	0.000120503	4.3984%
01/23/2025	0.000120853	4.4112%
01/24/2025	0.000364299	4.4323%
01/25/2025	0.000000000	4.4323%
01/26/2025	0.000000000	4.4323%
01/27/2025	0.000121381	4.4304%
01/28/2025	0.000121463	4.4334%
01/29/2025	0.000121407	4.4313%
01/30/2025	0.000121308	4.4278%
01/31/2025	0.000121267	4.4263%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



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Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, CA 93455

California CLASS

California CLASS

Average Monthly Yield: 4.4125%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0104-0001	General Fund	3,305,973.57	0.00	0.00	11,194.06	23,569.34	3,306,373.36	3,317,167.63
TOTAL		3,305,973.57	0.00	0.00	11,194.06	23,569.34	3,306,373.36	3,317,167.63



Account Number: CA-01-0104-0001

General Fund

Account Summary

Average Monthly Yield: 4.4125%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	3,305,973.57	0.00	0.00	11,194.06	23,569.34	3,306,373.36	3,317,167.63

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
02/01/2025	Beginning Balance			3,305,973.57	
02/28/2025	Income Dividend Reinvestment	11,194.06			
02/28/2025	Ending Balance			3,317,167.63	



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
02/01/2025	0.000000000	4.4263%
02/02/2025	0.000000000	4.4263%
02/03/2025	0.000121029	4.4175%
02/04/2025	0.000120934	4.4141%
02/05/2025	0.000120578	4.4011%
02/06/2025	0.000120636	4.4032%
02/07/2025	0.000362865	4.4149%
02/08/2025	0.000000000	4.4149%
02/09/2025	0.000000000	4.4149%
02/10/2025	0.000120574	4.4010%
02/11/2025	0.000120684	4.4050%
02/12/2025	0.000120616	4.4025%
02/13/2025	0.000120535	4.3995%
02/14/2025	0.000482480	4.4026%
02/15/2025	0.000000000	4.4026%
02/16/2025	0.000000000	4.4026%
02/17/2025	0.000000000	4.4026%
02/18/2025	0.000120870	4.4118%
02/19/2025	0.000121440	4.4326%
02/20/2025	0.000121021	4.4173%
02/21/2025	0.000362643	4.4122%
02/22/2025	0.000000000	4.4122%
02/23/2025	0.000000000	4.4122%
02/24/2025	0.000121115	4.4207%
02/25/2025	0.000119018	4.4177%
02/26/2025	0.000120882	4.4122%
02/27/2025	0.000124999	4.4154%
02/28/2025	0.000121466	4.4335%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



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Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, CA 93455

California CLASS

California CLASS

Average Monthly Yield: 4.3961%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0104-0001	General Fund	3,317,167.63	0.00	0.00	12,382.46	35,951.80	3,317,567.06	3,329,550.09
TOTAL		3,317,167.63	0.00	0.00	12,382.46	35,951.80	3,317,567.06	3,329,550.09





# Account Statement

March 31, 2025

Page 2 of 3

Account Number: CA-01-0104-0001

## General Fund

## Account Summary

Average Monthly Yield: 4.3961%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	3,317,167.63	0.00	0.00	12,382.46	35,951.80	3,317,567.06	3,329,550.09

## Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
03/01/2025	Beginning Balance			3,317,167.63	
03/31/2025	Income Dividend Reinvestment	12,382.46			
03/31/2025	Ending Balance			3,329,550.09	



## California CLASS

## California CLASS

Date	Dividend Rate	Daily Yield
03/01/2025	0.000000000	4.4335%
03/02/2025	0.000000000	4.4335%
03/03/2025	0.000121349	4.4292%
03/04/2025	0.000120588	4.4015%
03/05/2025	0.000120466	4.3970%
03/06/2025	0.000120677	4.4047%
03/07/2025	0.000362385	4.4090%
03/08/2025	0.000000000	4.4090%
03/09/2025	0.000000000	4.4090%
03/10/2025	0.000120522	4.3991%
03/11/2025	0.000120356	4.3930%
03/12/2025	0.000120018	4.3806%
03/13/2025	0.000119828	4.3737%
03/14/2025	0.000359073	4.3687%
03/15/2025	0.000000000	4.3687%
03/16/2025	0.000000000	4.3687%
03/17/2025	0.000119914	4.3769%
03/18/2025	0.000120185	4.3868%
03/19/2025	0.000119990	4.3796%
03/20/2025	0.000119800	4.3727%
03/21/2025	0.000359682	4.3761%
03/22/2025	0.000000000	4.3761%
03/23/2025	0.000000000	4.3761%
03/24/2025	0.000120077	4.3828%
03/25/2025	0.000120260	4.3895%
03/26/2025	0.000120681	4.4049%
03/27/2025	0.000120904	4.4130%
03/28/2025	0.000363102	4.4178%
03/29/2025	0.000000000	4.4178%
03/30/2025	0.000000000	4.4178%
03/31/2025	0.000120873	4.4119%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of March 31, 2025**

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	76,407.01	4,379.33	8,489.67	193.9 %
Fuel flowage fees	95,974.38	8,614.26	10,663.82	123.8 %
Subtotal	172,381.39	12,993.59	19,153.49	147.4 %
Hangar area				
T-Hangar	438,983.00	50,442.00	48,775.89	96.7 %
Corporate T-Hangars	316,140.00	36,315.00	35,126.67	96.7 %
T-Hangar Storage Units	37,640.00	4,219.00	4,182.22	99.1 %
Owner Build Hangars	17,973.00	1,997.00	1,997.00	100.0 %
Subtotal	810,736.00	92,973.00	90,081.78	96.9 %
FBO Area				
Main Hangar	105,768.00	11,752.00	11,752.00	100.0 %
Commercial Hangars	359,644.51	32,667.62	39,960.50	122.3 %
Land Leases	73,818.00	8,184.00	8,202.00	100.2 %
Subtotal	539,230.51	52,603.62	59,914.50	113.9 %
Terminal Area				
Car Rental	132,251.54	11,620.28	14,694.62	126.5 %
Terminal Space Lease	128,416.94	14,270.60	14,268.55	100.0 %
TSA LEO Reimbursement	0.00	0.00	0.00	
Subtotal	260,668.48	25,890.88	28,963.17	111.9 %
Revenue generating land				
Non Aviation Land Leases	306,892.35	32,853.75	34,099.15	103.8 %
Agricultural Leases	1,158,109.79	154,563.25	128,678.87	83.3 %
Cell Towers	45,450.00	5,050.00	5,050.00	100.0 %
Airport Mobile Home Park	408,187.05	31,000.00	45,354.12	146.3 %
Subtotal	1,918,639.19	223,467.00	213,182.14	95.4 %
Administrative				
Badging Income			0.00	
Miscellaneous Income	22,820.03	2,734.00	2,535.56	92.7 %
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	0.00	0.00	0.00	
Subtotal	22,820.03	2,734.00	2,535.56	92.7 %
Total Revenue from operations	3,724,475.60	410,662.09	413,830.64	100.8 %

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of March 31, 2025**

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	89,953.03	13,109.75	9,994.78	76.2 %
Hangar Area	79,280.76	8,399.87	8,808.97	104.9 %
FBO Area	76,950.30	7,022.85	8,550.03	121.7 %
Terminal Area	344,737.45	32,190.55	38,304.16	119.0 %
Revenue generating land	325,519.31	1,468.56	36,168.81	2462.9 %
Salaries and Benefits	1,289,020.42	139,371.83	143,224.49	102.8 %
Utilities	127,981.02	7,892.00	14,220.11	180.2 %
Supplies	139,471.75	4,680.89	15,496.86	331.1 %
Maintenance and Repairs	64,488.03	4,659.52	7,165.34	153.8 %
Contractual Services	709,366.58	30,784.81	78,818.51	256.0 %
Real Estate Commission	0.00	0.00	0.00	
ARFF Services	745,030.00	248,250.00	82,781.11	33.3 %
Security Services	261,484.12	8,091.38	29,053.79	359.1 %
Dues and Subscriptions	75,911.23	625.00	8,434.58	1349.5 %
Advertising	12,334.63	0.00	1,370.51	
Depreciation	463,804.24	0.00	51,533.80	
Insurance	230,444.54	0.00	25,604.95	
Election Expense	30,622.60	0.00	3,402.51	
Business Travel	14,028.19	0.00	1,558.69	
Fire Fighting Training	0.00	0.00	0.00	
Rent Credit	0.00	0.00	0.00	
Air Show Expense	76,054.08	0.00	8,450.45	
Conservation Easement	2,017,870.16	0.00	224,207.80	
Other Miscellaneous Expense	8,310.38	0.00	923.38	
Total Expenses	7,182,662.82	506,547.01	798,073.63	157.6 %
Operating income (loss)	(3,458,187.22)	(95,884.92)	(384,242.99)	400.7 %
Non-Operating Revenues (Expenses):				
PFC Revenue	37,184.39	0.00	4,131.60	
Interest Income	205,648.15	14,714.59	22,849.79	155.3 %
Tax Revenues	1,311,415.77	0.00	145,712.86	
AIP Reimbursement	19,545.00	0.00	2,171.67	
Gain on Land Sale	0.00	0.00	0.00	
Total non-operating rev (exp)	1,573,793.31	14,714.59	174,865.92	1188.4 %
Net Income	(1,884,393.91)	(81,170.33)	(209,377.07)	257.9 %

## Balance Sheet

As of March 31, 2025

## Current Assets:

Cash and cash equivalents	5,359,686
Restricted - cash and cash equivalents	410,098
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	162,951
Prepaid expenses and deposits	10,418,857
	<hr/>
Total current assets	16,359,593

## Non-current assets:

Note receivable	0
Interest Receivable	0
Capital assets, not being depreciated	8,205,309
Depreciable capital assets	28,169,625
Deferred other post-employment benefits outflows	9,240
Deferred pension outflows	945,818
	<hr/>
Total non-current assets	37,329,992

Total assets	<hr/> 53,689,585
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## Current Liabilities:

Accounts payable and accrued expenses	568,369
Accrued wages and related payables	4,804
Unearned Revenue (customer prepaid)	558,078
Hangar and other deposits	113,313
Long-term liabilities - due in one year:	
Compensated absences	47,937
Land improvements payable	9,730
	<hr/>
Total current liabilities	1,302,232

## Long-term liabilities - due in more than one year

Compensated absences	143,810
Land improvements payable	55,139
Total other post-employment benefits liability	321,302
Net pension liability	2,566,217
Deferred pension inflows	72,640
	<hr/>
Total long term liabilities	3,159,108

Total Liabilities	<hr/> 4,461,340
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## Net position:

Retained Earnings	51,112,639
Change in Net Position	(1,884,394)
	<hr/>
Total net position	49,228,245

Total liabilities and net position	<hr/> 53,689,585
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**Santa Maria Public Airport District**  
**DELINQUENT TENANT LIST**  
as of April 2025

HANGAR	TOTAL OWED	DAYS DELINQUENT
3019-L	\$480.00	21

GRAND TOTAL:             
\$480.00

## OUTSIDE STORAGE LEASE

THIS LEASE, dated **April 24, 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 LLC, a California Limited Liability Company** (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 and shall begin on April 25, 2025, regardless of when signed.

3. Rent.

a. Monthly Rent. For the period beginning April 25, 2025, through June 30, 2025, Lessee shall pay monthly rent to the District at a discounted rate of one-hundred dollars (\$100.00) per month. Beginning July 1, 2025, and at all times during the term of this Lease, Lessee shall pay monthly rent to District at the per-square-foot rate then in effect for Outside Storage as approved by the District Board of Directors as the same may be amended from time to time at the sole discretion of the District. As of the date of this lease, per-square-foot rent for Outside Storage is \$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, CA 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, for Environmental Requirements and Environmental Damages (as those terms are defined in Exhibit "B"), 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 materials or Hazardous Materials (as that term is 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, comprehensive general public liability insurance, including bodily injury and death liability insurance, property damage liability, completed operations and products liability coverage and contractual liability with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00) for each accident or occurrence and with no more than a Three Thousand Dollars (\$3,000.00) deductible for each accident or occurrence.

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

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

15. Alterations and Improvements. Except as expressly permitted herein, Lessee shall make no alterations, additions or improvements on the Premises or otherwise at the Airport without District's prior written consent. The District reserves the right to approve the architecture, design, color and exterior appearance of all improvements. All improvements must be approved by District prior to construction, except interior, non-structural alterations or improvements after

construction of the initial facility. All improvements, equipment, trade fixtures and facilities installed by Lessee shall be installed and used in compliance with local, state and federal laws, ordinances, regulations and codes applicable thereto. All alterations, additions or improvements made by Lessee at the Airport shall be the property of Lessee during the term, but shall become District's property at expiration or termination, free of any liens or claims by Lessee or others, unless District advises Lessee in writing to remove any or all improvements within ninety (90) days after termination or expiration of this Lease. If so advised by District to remove other improvements, Lessee shall remove such improvements, at Lessee's expense, immediately thereafter. Lessee shall restore District's property to at least its former condition and repair any damage resulting from any removal. Lessee shall defend and indemnify District against any claims arising from District's exercise of rights conferred by this section.

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

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

18. Federal Aviation Administration Rider Attached. The provisions of the FAA Rider attached hereto as Exhibit "C" is 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.

**SANTA MARIA PUBLIC AIRPORT  
DISTRICT ("DISTRICT")**

By: \_\_\_\_\_  
Ignacio Moreno, President

By: \_\_\_\_\_  
Steve Brown, Secretary

*Approved as to content for District:*

By: \_\_\_\_\_  
General Manager

*Approved as to form for District:*

By: \_\_\_\_\_  
District Legal Counsel

**RESTORATION MASTERS LLC  
("LESSEE")**

By: \_\_\_\_\_

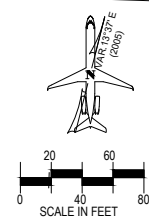
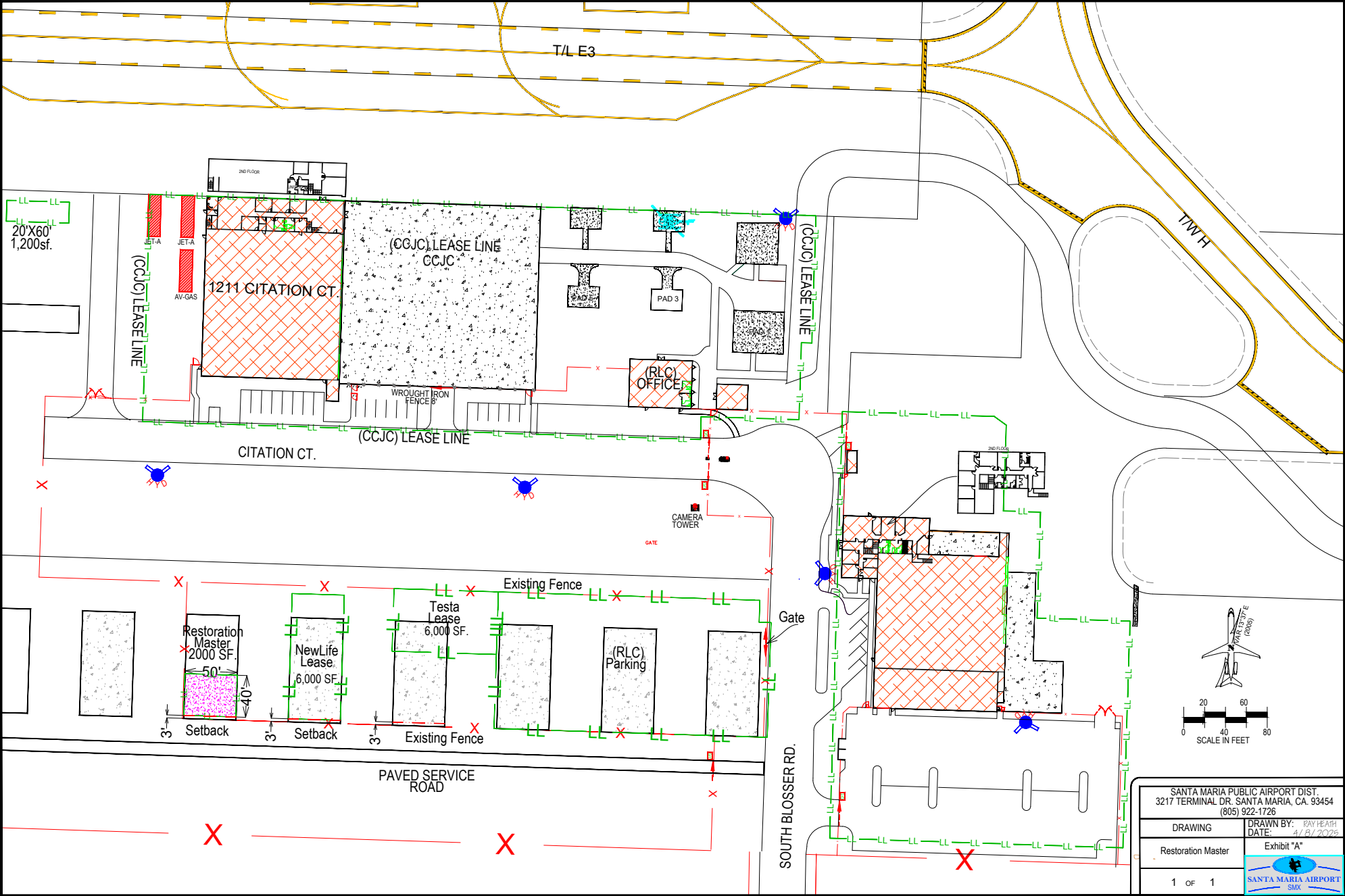
Printed: Esmeralda Mendoza


Its: CEO

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

(See Attached)



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWING Restoration Master	DRAWN BY: RAY HEATH DATE: 4/19/2025 Exhibit "A"
1 OF 1	 SANTA MARIA AIRPORT SMX

## EXHIBIT "B"

### 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 Lessee's use or occupancy of the Premises or the Airport or as the result of any of Lessee's (or Lessee'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, 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"

FAA RIDER

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Lessee, for themselves, their 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, Lessee 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. Lessee for themselves, their 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 Lessee 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.

4. Lessee 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 Lessee 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. Lessee agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Lessee 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. Lessee 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. Lessee 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. Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee 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 Lessee and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Lessee, 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 Lessee in this regard.

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

11. Lessee 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.

(Continued on Next Page)



14. Lessee 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 of object and cut the offending tree, all of which shall be at the expense of Lessee.

15. Lessee 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 Lessee.

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.

## OUTSIDE STORAGE LEASE

THIS LEASE, dated **April 24, 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, a California [###] Company** (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 and shall begin on July 1, 2025, regardless of when signed.

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 Outside Storage as approved by the District Board of Directors as the same may be amended from time to time at the sole discretion of the District. As of the date of this lease, the rent is Two Thousand and Fifty-Eight dollars (\$2,058) (\$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, CA 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, for Environmental Requirements and Environmental Damages (as those terms are defined in Exhibit "B"), 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 materials or Hazardous Materials (as that term is 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, comprehensive general public liability insurance, including bodily injury and death liability insurance, property damage liability, completed operations and products liability coverage and contractual liability with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00) for each accident or occurrence and with no more than a Three Thousand Dollars (\$3,000.00) deductible for each accident or occurrence.

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

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

15. Alterations and Improvements. Except as expressly permitted herein, Lessee shall make no alterations, additions or improvements on the Premises or otherwise at the Airport without District's prior written consent. The District reserves the right to approve the architecture, design, color and exterior appearance of all improvements. All improvements must be approved by District prior to construction, except interior, non-structural alterations or improvements after construction of the initial facility. All improvements, equipment, trade fixtures and facilities installed by Lessee shall be installed and used in compliance with local, state and federal laws, ordinances, regulations and codes applicable thereto. All alterations, additions or improvements

made by Lessee at the Airport shall be the property of Lessee during the term, but shall become District's property at expiration or termination, free of any liens or claims by Lessee or others, unless District advises Lessee in writing to remove any or all improvements within ninety (90) days after termination or expiration of this Lease. If so advised by District to remove other improvements, Lessee shall remove such improvements, at Lessee's expense, immediately thereafter. Lessee shall restore District's property to at least its former condition and repair any damage resulting from any removal. Lessee shall defend and indemnify District against any claims arising from District's exercise of rights conferred by this section.

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

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

18. Federal Aviation Administration Rider Attached. The provisions of the FAA Rider attached hereto as Exhibit "C" is 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 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.

**SANTA MARIA PUBLIC AIRPORT  
DISTRICT ("DISTRICT")**

**[###]  
("LESSEE")**

By: \_\_\_\_\_  
Ignacio Moreno, President

By: \_\_\_\_\_

Printed: Noah Winkles

By: \_\_\_\_\_  
Steve Brown, Secretary

Its: President

*Approved as to content for District:*

By: \_\_\_\_\_  
*General Manager*

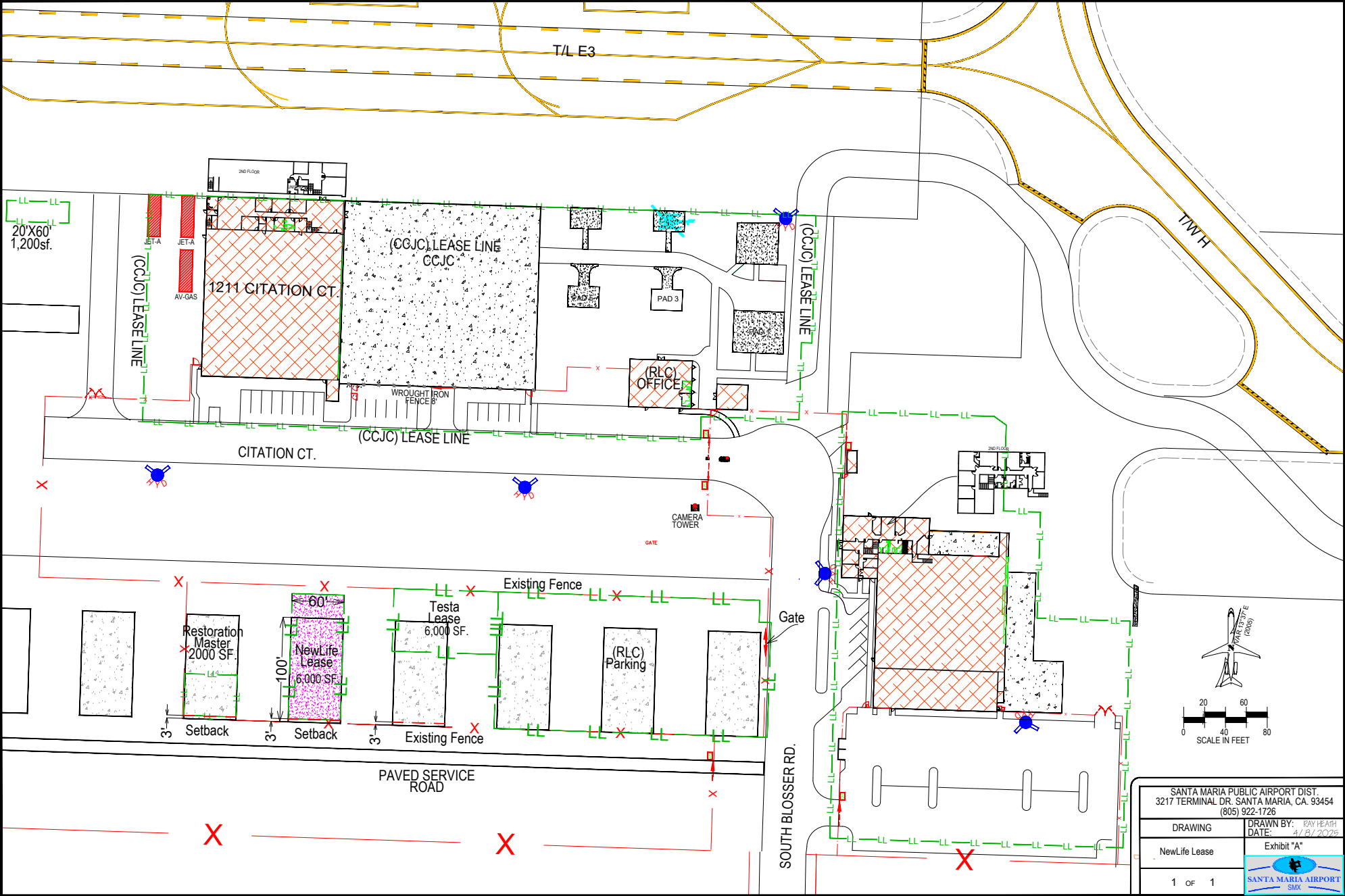
*Approved as to form for District:*


By: \_\_\_\_\_  
*District Legal Counsel*

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

(See Attached)



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWING NewLife Lease	DRAWN BY: RAY HEATH DATE: 4/19/2025 Exhibit "A"
1 OF 1	 SANTA MARIA AIRPORT SMX

## EXHIBIT "B"

### 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 Lessee's use or occupancy of the Premises or the Airport or as the result of any of Lessee's (or Lessee'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, 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"

FAA RIDER

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Lessee, for themselves, their 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, Lessee 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. Lessee for themselves, their 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 Lessee 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.

4. Lessee 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 Lessee 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. Lessee agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Lessee 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. Lessee 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. Lessee 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. Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee 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 Lessee and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Lessee, 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 Lessee in this regard.

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

11. Lessee 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.

(Continued on Next Page)

14. Lessee 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 of object and cut the offending tree, all of which shall be at the expense of Lessee.

15. Lessee 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 Lessee.

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.

## OUTSIDE STORAGE LEASE

THIS LEASE, dated **April 24, 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 **Testa Catering & Event Rentals, a California [###] Company** (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 and shall begin on July 1, 2025, regardless of when signed.

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 Outside Storage as approved by the District Board of Directors as the same may be amended from time to time at the sole discretion of the District. As of the date of this lease, the rent is Two Thousand and Fifty-Eight dollars (\$2,058) (\$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, CA 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, for Environmental Requirements and Environmental Damages (as those terms are defined in Exhibit "B"), 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 materials or Hazardous Materials (as that term is 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, comprehensive general public liability insurance, including bodily injury and death liability insurance, property damage liability, completed operations and products liability coverage and contractual liability with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00) for each accident or occurrence and with no more than a Three Thousand Dollars (\$3,000.00) deductible for each accident or occurrence.

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

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

15. Alterations and Improvements. Except as expressly permitted herein, Lessee shall make no alterations, additions or improvements on the Premises or otherwise at the Airport without District's prior written consent. The District reserves the right to approve the architecture, design, color and exterior appearance of all improvements. All improvements must be approved by District prior to construction, except interior, non-structural alterations or improvements after construction of the initial facility. All improvements, equipment, trade fixtures and facilities installed by Lessee shall be installed and used in compliance with local, state and federal laws, ordinances, regulations and codes applicable thereto. All alterations, additions or improvements

made by Lessee at the Airport shall be the property of Lessee during the term, but shall become District's property at expiration or termination, free of any liens or claims by Lessee or others, unless District advises Lessee in writing to remove any or all improvements within ninety (90) days after termination or expiration of this Lease. If so advised by District to remove other improvements, Lessee shall remove such improvements, at Lessee's expense, immediately thereafter. Lessee shall restore District's property to at least its former condition and repair any damage resulting from any removal. Lessee shall defend and indemnify District against any claims arising from District's exercise of rights conferred by this section.

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

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

18. Federal Aviation Administration Rider Attached. The provisions of the FAA Rider attached hereto as Exhibit "C" is 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.

**SANTA MARIA PUBLIC AIRPORT  
DISTRICT ("DISTRICT")**

**TESTA CATERING  
("LESSEE")**

By: \_\_\_\_\_  
Ignacio Moreno, President

By: \_\_\_\_\_

Printed: Martin Testa

By: \_\_\_\_\_  
Steve Brown, Secretary

Its: \_\_\_\_\_

*Approved as to content for District:*

By: \_\_\_\_\_  
*General Manager*

*Approved as to form for District:*

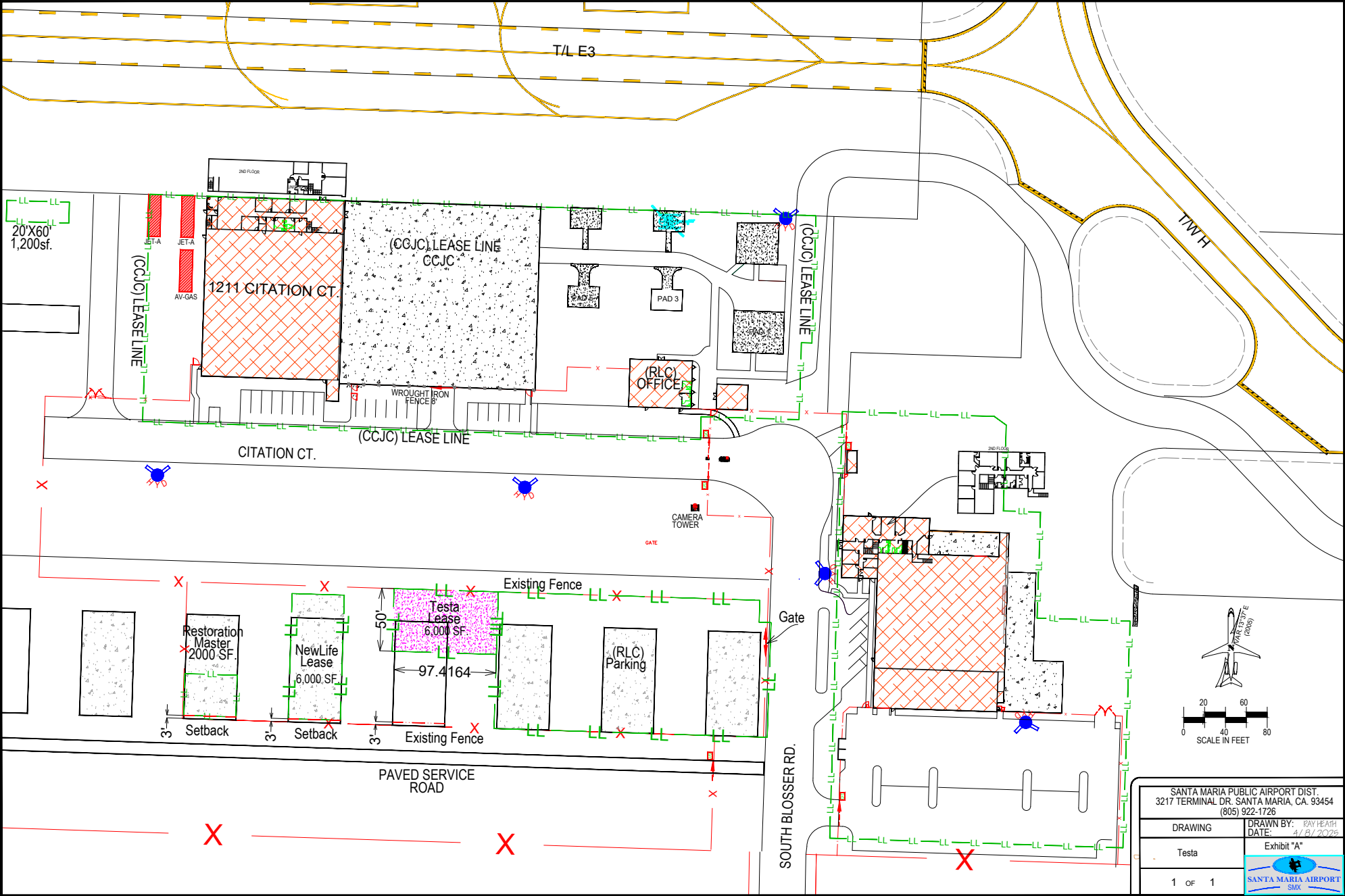
By: \_\_\_\_\_  
*District Legal Counsel*




EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

(See Attached)



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWING	DRAWN BY: RAY HEATH DATE: 4/19/2025
Testa	Exhibit "A"
1 OF 1	 SANTA MARIA AIRPORT SMX

## EXHIBIT "B"

### 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 Lessee's use or occupancy of the Premises or the Airport or as the result of any of Lessee's (or Lessee'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, 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"

FAA RIDER

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Lessee, for themselves, their 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, Lessee 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. Lessee for themselves, their 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 Lessee 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.

4. Lessee 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 Lessee 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. Lessee agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Lessee 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. Lessee 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. Lessee 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. Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee 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 Lessee and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Lessee, 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 Lessee in this regard.

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

11. Lessee 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.

(Continued on Next Page)

14. Lessee 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 of object and cut the offending tree, all of which shall be at the expense of Lessee.

15. Lessee 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 Lessee.

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.



## 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