CONVEYANCE AGREEMENT

between the

TRUCKEE TAHOE AIRPORT DISTRICT

and

CSDA FINANCE CORPORATION

Dated as of July 1, 2025

CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT, dated as of July 1, 2025 (as amended and supplemented hereafter, the "**Conveyance Agreement**"), is entered into by and between the TRUCKEE TAHOE AIRPORT DISTRICT, an airport district that is duly organized and existing under and by virtue of the California Airport District Act (Part 2 of Division 9, commencing with Section 22001, of the California Public Utilities Code) (the "**District**"), and CSDA FINANCE CORPORATION, a nonprofit public benefit corporation that is duly organized and existing under the California Nonprofit Public Benefit Corporation Law (Part 2 of Division 2 of Title 1, commencing with Section 5110, of the California Corporations Code) (including its successors and permitted assigns hereunder, the "**Corporation**").

RECITAL

A. The District and the Corporation desire to provide funds to finance the Project (as such term is defined in the herein-defined Installment Purchase Contract), to be repaid by installment payments to be made by the District, as purchaser of the Project, to the Corporation, as seller, pursuant to that certain Installment Purchase Contract, dated as of July 1, 2025 (the "**Installment Purchase Contract**"), by and between the District and the Corporation.

NOW, THEREFORE, in consideration of receipt of the amount of up to $5,600,000 by the District as the purchase price of the Project and of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

Section 1. The District hereby sells, conveys and transfers to the Corporation all of its right, title and interest in and to the Project, as well as any Alternate Project, if applicable under the Installment Purchase Contract, but only to the extent that the components of the Project and any Alternate Project may be legally transferred by the District, and the Corporation hereby purchases, acquires and accepts from the District, the Project and any Alternate Project, subject to the obligation of the Corporation to resell the Project and any Alternate Project to the District pursuant to the Installment Purchase Contract.

Section 2. The District hereby agrees to cooperate and provide further assurances to the Corporation in order to accomplish the purposes of this Conveyance Agreement. The District hereby agrees to indemnify and hold the Corporation harmless against any and all claims, losses, costs or damages as a result of the District's conveyance and acquisition of the Project and any Alternate Project to the Corporation as provided herein, or the acquisition of the Project and any Alternate Project pursuant to the Installment Purchase Contract.

Section 3. This Conveyance Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Conveyance Agreement by their officers as of the date first above written.

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____
Rob Etnyre
General Manager

CSDA FINANCE CORPORATION

By: _____
Neil C. McCormick
Chief Executive Officer