

Exhibit B

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
SAN MARTIN AVIATION**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and San Martin Aviation, a California Corporation (“Lessee”), effective as of December 12, 2020 (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of San Martin Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 13025 Murphy Avenue, San Martin California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.
- C. California Government Code § 25536 authorizes the Board of Supervisors, upon a four-fifths vote, to enter into leases devoted to airport purposes, without complying with otherwise applicable competitive bidding requirements.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

- 1.1.1 Land space of approximately 2 acres that consists of a commercial hangar and office space, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;
- 1.1.2 Approximately 1,500 square feet of land adjacent to the fuel ramp for the storage of aircraft refueling vehicles, shown as Area 2 on Exhibit A. The Lessor reserves the right to modify, with (10) days written notice to Lessee, the location for aircraft refueling vehicle storage area depicted as Area 2 to

Approved: 1/1/17/2020

another suitable location due to construction, maintenance, or for other reasonable cause;

1.1.3 Four (4) additional tiedowns as shown on Exhibit A, Area 3 and Area 4. The Lessor reserves the right to temporarily modify, with (10) days written notice to Lessee, the location of the (4) tiedowns to another suitable location due to construction, maintenance, or for other reasonable cause.

2. Term

- 2.1 The term of this Agreement is for seven years and twenty days, commencing on December 12, 2020 and ending on December 31, 2027. (“Term”).
- 2.2 Provided Lessee submits a written renewal notice to the County at least 180 days prior to the expiration of each term, the lease may be extended by up to three (3) additional one-year terms by written mutual agreement of the parties and the County Roads and Airport Director shall be delegated authority to grant the extensions.
- 2.3 Any renewal term shall be based on the same terms, covenants and conditions provided in this Lease, except for modifications mutually agreed upon in writing by both parties.

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **Six-Thousand Dollars (\$6,000)** due and payable in advance on the first day of each month of the Term.
- 3.2 Beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same. The annual CPI escalation shall not exceed 2.5%.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

3.4 A Security Deposit of **Six-Thousand Dollars (\$6,000)** shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.

3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full.

3.6 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

3.6.1 10% of automobile rental revenue.

3.6.2 10% of any rent received from non-aviation subtenants who shall be approved by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein ("Permitted Uses" or "Commercial Aeronautical Activities"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole but reasonable discretion of County.

- 4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

Aircraft Maintenance and Repair;

- a) Aircraft Ramp Services;
- b) Tiedown Rental Management;
- c) Pilot Amenities and Facilities;
This shall include customary accommodations for the convenience of Airport users, such as a pilot lounge equipped with vending machines for food and beverages, study area for student pilots, appropriate furniture for quiet resting and reading, and informational services.
- d) Aircraft Recovery and Removal;
Removal from the Airport Operations Area of disabled aircraft. Lessee shall perform such removal services as needed. As used in this lease agreement, "Airport Operations Area" shall mean those portions of the Airport provided and made available by Lessor for aircraft and airport related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces which are not leased by Lessee or any other tenant on the Airport; and
- e) Aircraft Fueling.

- 4.1.2 Throughout the term of this Lease, Lessee shall use the Premises to provide the services listed in this section. These services may be subcontracted to a secondary service provider with written consent of the County.

- a) Aircraft Rental;
- b) Pilot Training; and
- c) Ground School for Flight Training.

- 4.1.3 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;

- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;
- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
- f) Air Taxi/Charter;
- g) Vehicular Rental

4.1.4 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.

4.1.5 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.1.6 Fueling Facility

Lessee is authorized to operate the aviation fueling facility at the Airport under a separate Fueling Permit. Lessee shall at all times have the appropriate aviation fuels, as determined by the County and Lessee, available for sale and shall be solely responsible for the safe operation of the fueling facility and for procuring fuel for operation of the fuel facility.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee’s services.

4.3 Business Hours.

Except during reasonable periods for repairing, cleaning, decorating and planned closures (i.e. vacations, training, etc.), planned closures shall require prior written authorization of the Lessor. Lessee shall keep the Premises open for business during the days and hours listed below. During all operational hours, Lessee shall have at the Premises adequate and competent personnel necessary for the operation of Lessee’s business.

4.3.1 Minimum business hours shall be Monday through Friday 9:00 A.M. to 5:00 P.M, Saturday 9:00 A.M. to 4:00 P.M.provided however, the aircraft maintenance and repair shall be entitled to set its business hours and days in Lessee’s reasonable discretion

4.3.2 During non-operating hours, Lessee shall post or make otherwise known a telephone number or other contact provisions to permit an emergency call out.

4.3.3 Lessee is authorized to close during all County-recognized holidays.

4.4 Identification and Periodic Reporting of Stored Aircraft

Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting in January 2021, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.

4.5 Accident Reports

Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.6 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.7 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all

instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.8 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access

specialist (“CASp”). As required by Section 1938(e) of the California Civil Code, County also states that:

“A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee’s use of the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous,

toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property (“Use”) without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the

"Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation,

preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or

indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.
- 7.3.6 Phase 1 Environmental Review
County and Lessee acknowledge that Lessee has been provided a copy of a Phase 1 Environmental Site Assessment (Phase 1) completed by KMEA that includes the Premises. County recognizes that the site

conditions identified in the Phase 1 predate Lessee's occupancy of the Premises. The provisions of this Section 7 applicable to Lessee shall not apply with regard to those site conditions identified in the Phase 1.

8. Repairs and Maintenance

- 8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.
- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

- 12.1.2 Monitor and report all safety concerns to County.
- 12.1.3 Keep Premises open during normal business hours.
- 12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.
- 12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.
- 12.1.6 Maintain at least one restroom that is open to the public during business hours; provided however, and notwithstanding anything to the contrary in this Lease, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.

- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Interior light lamps (light bulbs).
- e) Fixed Base Operator signs and directories.
- f) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- g) Interior locks.
- h) Hot water heater and refrigeration units.
- i) Common areas to be kept free and clear of debris.
- j) Landscaping
- k) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- l) Interior fire extinguishers
- m) Telephone system
- n) Internet
- o) Communication and information technology
- p) Graffiti Abatement
- q) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 Lessor Responsibilities

- a) Exterior lighting, including wiring and light fixtures.
- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Radio and Weather Equipment

- h) Above ground fuel storage system and associated components
- i) Termite and rodent infestation control
- j) Mold Remediation
- k) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.

13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.

13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.

14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.

14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times. .

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach,

at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);
- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period.
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy,

unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.

- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as

against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax.

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: San Martin Aviation
13025 Murphy Ave.
San Martin, CA 95046

Or to such other place as LESSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions

thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Intentionally Deleted

21.3 Severability and Governing Law.

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.5 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the

interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.6 Warranty of Authority.

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.7 Joint and Several; Covenants and Conditions.

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.8 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Lessee’s proprietary information is contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.9 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.12 Headings.

Section headings shall not be used in construing this Lease.

21.15 Conflict of Interest.

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Lessee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.16 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.17 No Third-Party Rights.

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.19 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.22 Brokerage Commission.

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.23 OFAC.

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.24 Non-Discrimination.

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.25 No Relocation Assistance.

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation

benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.26. Prevailing Wage.

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.27. Wage Theft Prevention.

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

21.27.1. Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

21.27.2. Prior Judgments against Lessee and/or its contractors. BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

21.27.3. LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

- 21.27.4. **Judgments During Term of Lease.** If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Lessee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.27.5. **County's Right to Withhold Payment.** Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.
- 21.27.6. **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.
- 21.27.7. **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.
- 21.28. **Counterparts.** This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means

of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.29 County Sustainability Policies.

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.30 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.31 County No-Smoking Policy.

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.32 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic’s lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.33 Prohibition of Alcohol and Controlled Substances.

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.34 Timing.

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. “Business day” means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.35 Survival.

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.36 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. Flight Training

The Lessor shall obtain a Part 141 Flight School certificate, or subcontract with a secondary service provider holding a FAA Part 141 Flight School Certificate to provide pilot training by January 1, 2022.

23. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

23.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and

23.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to

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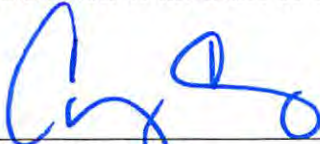
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volume purchasers.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

**County of Santa Clara, a political
subdivision of the State of California**



CINDY CHAVEZ
President, Board of Supervisors

Date: NOV 17 2020

LESSEE:

**San Martin Aviation, a California
Corporation**

DocuSigned by:
Daniel L Neal

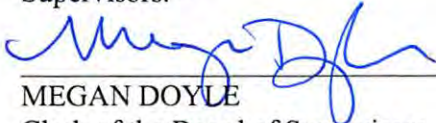
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Title:

Date: 11/10/2020

ATTEST:

~~Signed and certified that a copy of this
document has been delivered by electronic or
other means to the President, Board of
Supervisors.~~



MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:
Christopher Cheleden

B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

Exhibit A (Premises)



KEY

1. Approximately 2 acres consisting of a commercial hangar and office space, aircraft parking ramp and vehicle parking lot.
2. Land adjacent to the fuel ramp for the storage of aircraft refueling vehicles.
3. Three (3) tiedowns for use by Lessee.
4. One (1) tiedown for use by Lessee.

EXHIBIT B-8 (revised)

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance - for bodily injury (including death) and property damage which provides limits of not less than three million dollars (\$3,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General liability and airport liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General liability and airport liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8 (revised)

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5a. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than three million dollars (\$3,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

6. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

7. Hangarkeepers Liability - with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

8. Fueling or Refueling Operations - with a limit of not less than three million dollars (\$3,000,000) if such operations are to be conducted by the contractor/permittee.

9. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount

EXHIBIT B-8 (revised)

of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

10. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

11. Interruption of Business Insurance

Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder

EXHIBIT B-8 (revised)

may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**PERMIT FOR STORAGE, SALE OR DISTRIBUTION
OF FUEL AND LUBRICANTS FOR
SAN MARTIN AVIATION
AT SAN MARTIN AIRPORT**

This is a Permit for the storage, sale or distribution of fuel and other lubricants, issued by the County of Santa Clara, hereinafter referred to as "County," to San Martin Aviation hereinafter referred to as "Permittee."

Whereas, Permittee desires to engage in the storage, sale, or distribution of fuel and lubricants at San Martin Airport, hereinafter referred to as "Airport," and

Whereas Aircraft Fuel is defined as all flammable liquids composed of a mixture of selected hydrocarbons and non-hydrocarbons, expressly manufactured and blended for the purpose of effectively and efficiently operating piston or turbine aircraft engines,

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Non-Exclusive Permit:

County hereby grants Permittee a non-exclusive permit to engage in the storage, sale and distribution of aircraft fuel and lubricants at the Airport.

2. Method of Operation:

Storage, sale or distribution of fuel and lubricants by Permittee shall be confined solely to Permittee's leased premises described in the master lease agreement between the County of Santa Clara and San Martin Aviation and all public areas of the Airport, effective December 12, 2020, and as subsequently amended. Permittee shall be permitted to fuel aircraft only upon demand by Permittee's customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances.

Permittee shall not be permitted to use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee's products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.

3. Equipment and Facilities:

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee's sale or distribution of fuel and lubricants shall meet all

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers, aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the FBO master lease agreement. Permittee shall provide twenty-four (24) hour 100LL Aviation Fuel (Avgas) self-fueling services seven days per week at the County's Above Ground Storage Tank (AST).
- D. Permittee must ensure that all current fuel prices for Avgas and Jet-A are clearly marked on all Fuel Trucks and the AST.
- E. The County reserves the right to require the Permittee to buy, store, distribute and sell an FAA approved unleaded aviation fuel should such fuel become available as a replacement for 100LL.
- F. Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- G. In the event the Permittee's fueling equipment is inoperative, or Permittee runs out of any aircraft fuel intended for retail sale, the permittee must notify the County. Upon receipt of notification, the County may issue a Notice to Airmen (NOTAM) specifying the condition of the fueling equipment or supply. When the fueling equipment is repaired or additional fuel is delivered, Permittee shall notify the Airport Operations Office at which time such NOTAM shall be cancelled. Notification to the County in writing shall occur within two hours of the time Permittee is made aware of the situation and may be via telephone call, email or both.

4. Safety Requirements:

- A. All work performed under this Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.

- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet Fuel), ASTM D 910 (100LL Avgas), and ASTM D7547 (Unleaded Avgas). Ensuring the quality of the fuel is the sole responsibility of Permittee.
- D. At least one Fuel Truck with a minimum capacity of 750 gallons of aviation gasoline (Avgas) and one Fuel Truck with a minimum capacity of 2,000 gallons of Jet A are required to be operative at all times. All Fuel Trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All Fuel Trucks shall meet all applicable Federal, State of California, and Santa Clara County standards for each type of fuel dispensed. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on Permittee's leasehold property without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft and ground service equipment only.

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.
- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.
- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No person shall start the engine of any aircraft when there is any fuel on the ground under such aircraft.
- N. No aircraft shall be either fueled or defueled while persons are on board the aircraft.
- O. Persons engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. Persons in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- P. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- Q. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- R. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- S. Such mobile fueling equipment shall be operated only by persons qualified and trained in aircraft fueling. Permittee shall ensure that all employees

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file with the Director of County airports.

- T. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

5. Fixed Fuel Tank

- A. The County owns or intends to own a 10,000-gallon Above Ground Fuel Tank (AST) located on the Airport.
- B. Permittee shall have access to the 10,000-gallon AST for storage and distribution of Avgas or Unleaded Aviation Fuel.
- C. Permittee is responsible for daily sumping of the AST. The disposal of fuel removed during sumping operations is the responsibility of the Permittee and shall be handled in accordance with state and local laws, rules, regulations.
- D. Permittee shall maintain the AST in good working order.
- E. Permittee shall immediately report to County in writing any equipment failures, maintenance issues, or fuel leaks and spills associated with the AST.
- F. Permittee is responsible for all AST maintenance, including replacement parts, equipment and labor costs.
- G. Permittee is required to perform all daily, weekly, monthly, and annual inspections per applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- H. Permittee shall obtain an Aboveground Petroleum Storage Act (APSA) permit for the AST. The permittee shall include the APSA permit in their existing California Environmental Reporting System (CERS) account. Permittee shall be responsible for the annual CERS submittal.
- I. As part of their APSA permit, permittee shall perform monthly and annual AST inspections and record keeping and maintain annual employee training logs. Permittee must have in place a Professional Engineer (PE) certified Spill Prevention Control and Countermeasures Plan (SPCC). A

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

copy of the permittee's SPCC shall be provided to the Director of County Airports.

6. Supplier Agreement:

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of fuel delivery. All such agreements shall provide that either Permittee's supplier shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

7. Products Liability Insurance:

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

8. Term:

The term of this Permit shall be concurrent with the Fixed Base Operation Lease Agreement between Permittee and County, effective December 12, 2020 and as amended thereafter. The County may terminate this Permit with thirty (30) days' notice for non-compliance with the terms and conditions of this permit, non-compliance with any applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances, notwithstanding Permittee's continuing to operate airport business under the Fixed Base Operation Master Lease Agreement, effective December 12, 2020.

9. Rental:

- A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.
- B. Fuel flowage fee payments shall be based on total number of gallons of fuel delivered to Permittee by their supplier(s).
- C. Payment of fuel flowage fees shall be submitted by Permittee to County within five business days of the date Permittee takes delivery of fuel from supplier. Upon expiration or termination of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

- D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after fuel deliveries are made to the Permittee must include an additional late payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.
- E. In exchange for free use of the AST, Permittee is responsible for all AST maintenance and inspection costs, including replacement parts, equipment and labor costs.
- F. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

10. Reporting, Payments and Statements

- A. With each payment of Fuel Flowage Fees, Permittee shall submit:
 - i. Completed Fuel Delivery Statement, available on the County Airports Website (countyairports.org). The Fuel Delivery Statement will include the date of fuel delivery, suppliers' name, total gallons of each type of fuel delivered.
 - ii. A supplier invoice, fuel delivery statement, or any other supplier record showing the amount of each type of fuel Permittee purchased from the supplier.
- B. On the tenth of each month, Permittee shall submit a Fuel Flowage Report of the previous month's fuel sales. The report shall include the number of gallons of each type of fuel sold during the previous month, and the delivery method of said fuel (truck or self-service). The report shall be available on the County Airports website.
- C. Permittee shall keep daily log sheets for each Fuel Truck and the AST. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County shall have the right to audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep all pertinent records

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

and evidence of the storage, sale or other distribution of fuel at the airport within Santa Clara County at all times.

- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

11. Environmental Requirements:

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances; including, but not limited to, requirements for above-ground storage tanks, disposal of waste oil and other potentially hazardous substances, air quality and vehicle emissions standards, and the refueling of all aircraft and vehicles.

12. Incorporation of Lease Agreement:

The terms, covenants and conditions of the aforementioned Fixed Base Operations Master Lease Agreement, effective December 12, 2020 by and between County and Permittee are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Fixed Base Operations Master Lease Agreement, the latter shall prevail.

13. Headings, Reference, Law and Joint and Several Liability:

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

14. Severability:

Any provisions of this Permit, which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

15. Indemnification

Permittee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of activities of this Permit by Permittee and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Applicant shall reimburse the County for all costs, attorneys' fees; expenses and liabilities incurred with respect to any litigation in which the Applicant contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

16. No Waiver:

No waiver by a party of any provision of this Permit shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

17. Attorney's Fees:

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

18. Assignment:

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

19. Permittee not an Agent of County:

By virtue of this Permit, Permittee shall not be considered an agent, contractor, licensee, or employee of County.

20. Insurance:

In addition to insurance the permittee is carrying under the FBO lease, the following insurance requirements must also be maintained.

A. Evidence of Coverage:

Prior to commencement of this Agreement, the Permittee shall provide a Certificate of Insurance certifying that coverage as required has been

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

obtained. In addition, a certified copy of the policy or policies shall be provided by the Permittee upon request. This verification of coverage shall be sent to the Director of County Airports, unless otherwise directed.

B. Qualifying Insurers

All coverages, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance/Risk Manager.

C. Insurance Endorsements:

All coverages shall have the follow endorsements:

- i. Additional insured endorsement. – Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).
- ii. Notice of cancellation or change of coverage endorsement. – Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days prior written notice of such cancellation or change being delivered to the County of Santa Clara.

D. Pollution Legal Liability Insurance

Permittee shall carry Pollution Legal Liability Insurance with a limit not less than one million (\$1,000,000) dollars per occurrence and not less than one million (\$1,000,000) dollars annual aggregate in accordance with applicable Environmental Protection Agency (EPA) regulations

..

21. Penalty for Non-payment or Late Payment:

- A. Failure to pay any required fees, or three late payments of any fees within a calendar year, shall constitute intentional abandonment of the Permit by Permittee, and all rights and privileges given by said Permit may be declared forfeited at the discretion of County.
- B. A Permit terminated for non-payment of fees may not be reinstated when delinquent fees are subsequently paid. A new Permit shall be issued..

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

22. Notices:

All written notices given in connection with this Permit shall be effective upon personal service or by deposit in the mails, postage prepaid, to the applicable address:

County of Santa Clara: Director of County Airports
 2500 Cunningham Avenue
 San Jose, CA 95148
 (408) 918-7700

or to such other place as County may designate by written notice.

Permittee: San Martin Aviation
 13025 Murphy Avenue
 San Martin, CA 95046

Or to such other place as Permittee may designate by written notice.

23. Entire Agreement:

This Permit constitutes the entire agreement of the parties with respect to Permittee's use of the Airport. Any prior or contemporaneous oral or written agreements by and between the parties with respect to such use of the Airport are revoked and extinguished.

24. Electronic Signature

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Fuel
Permit as follows:

COUNTY:

PERMITEE:

San Martin Aviation

DocuSigned by:
Harry Freitas
09C299010B2D40B...
HARRY FREITAS
Director of Roads and Airports

DocuSigned by:
Daniel L Neal
AD9B83BA135741F...
DAN NEAL
Title:

Date: 12/14/2020

Date: 12/16/2020

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
AMELIA REID AVIATION LLC DBA AERODYNAMIC AVIATION**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and Amelia Reid Aviation LLC DBA Aerodynamic Aviation (“Lessee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of Reid-Hillview Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 2650 Robert Fowler Way, San Jose, California, San José California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

- 1.1.1 Land space of approximately 97,400 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;
- 1.1.2 The Lessor maintains an easement, as shown in Exhibit A for the purposes of accessing the underground storage tank (UST). The Lessee may utilize this space but may be required to periodically clear the area for UST service or maintenance upon request of County.

2. Term

2.1 The term of this Agreement is one-year commencing on January 1, 2022. (“Term”) unless modified in writing by both parties.

3. Monthly Rent

3.1 The monthly “Rent” or initial Base Rent shall be \$4,906.00 due and payable in advance on the first day of each month of the Term.

3.2 A monthly rent discount of \$1,085.00 shall be applied to this lease. The discount period shall expire on December 31, 2022.

3.3 If this Lease is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase or decreases over the January CPI of the base year of 2022. The annual CPI adjustment shall not exceed 2.5%.

3.4 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

3.5 A Security Deposit of \$4,906.00 (equivalent to one-months’ rent) shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.

3.6 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges

not received by the County by the close of the business fifteen calendar days after due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full.

3.7 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

3.7.1 10% of any rent received from non-aviation subtenants who shall be approved in writing by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein ("Permitted Uses" or "Commercial Aeronautical Activities"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

- a) Aircraft Maintenance and Repair;
- b) Aircraft Rental;
- c) Pilot Training; and
- d) Ground School for Flight Training

4.1.2 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;

- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;
- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
- f) Air Taxi/Charter;
- g) Vehicular Rental

4.1.3 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.

4.1.4 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.1.5 Lessee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground.

4.1.6 Fueling

4.1.6.1 Lessee is authorized to operate its own fuel truck for the sole purpose of fueling its own aircraft used in the course of its daily flight training and aircraft rental business, provided Lessee obtains a Commercial Self Fueling Permit.

4.1.6.2 If authorized in writing by the County separately from this lease to conduct retail fueling operations, Lessee must obtain an approved Permit for Retail Sale or Distribution of Fuel and Lubricants from Lessor prior to exercises of its privilege of retail fuel sales.

4.1.6.3 All fueling on the Premises conducted under the above sections or otherwise subject to all applicable federal, state, and local laws and regulations.

4.1.7 Licensee shall use the premises for legal commercial business purposes only. No residential use is permitted. Licensee action of non-compliance shall constitute an Agreement violation.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee’s services.

4.3 Identification and Periodic Reporting of Stored Aircraft

Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting on the Effective Date, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.

4.4 Accident Reports

Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.5 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.6 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any

additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.7 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

4.8 Vehicle Parking and Storage

The premises may not be used for the maintenance or long-term storage of any vehicle not actively used in the day-to-day operations of the Lessees authorized use of premises. Any vehicle parked or stored on the premises must be fully operational, with the exception of short periods of time while the vehicle is waiting for service, in compliance with applicable Legal Requirements, and have current registration and insurance, as required.

For the purposes of this part, long-term storage is defined as any vehicle parked or stored on the premises for more than 14-days.

The Lessee has 14-days from the execution of this agreement to come into compliance with this requirement after which time, any vehicles parked on the premises in violation of this requirement may be towed and stored at the Lessee or vehicle owners expense.

4.9 Housekeeping

Lessee agrees to keep Premises, including the exterior and interior portions of all windows, doors and all other glass and signs, orderly, neat, safe and clean and free from rubbish or dirt at all times. Lessee agrees not to store parts, supplies, tires, batteries, engine, oil outdoors. Trash and garbage shall only be kept in area designated by Lessor for such storage and covered at all times.

Lessee agrees to ensure that all operations on the Premises will be in accordance with the Lessors current Storm Water Pollution Prevention Program (SWPPP) and associated Best Business Practices.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises."

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee's sole cost and expense, and to the extent that a CASp inspection identifies any necessary

repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee's use of the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee's expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that

may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to

County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all

costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.
- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make

such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

- 8.3 Lessee expressly waives any and all claims against Lessor for compensation or damage for any and all loss, cost or expense sustained by reason of any defect, deficiency or impairment of any utility system, water supply system, draining or sewer system, heating or gas system, electrical apparatus or wires serving the premises, or the use or operation thereof.

9. Alterations

- 9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent

shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.

12.1.5 Maintain at least one restroom that is open to the public during business hours.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.
- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- e) Asbestos Management
- f) Mold Remediation
- g) Termite and Rodent Infestation
- h) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- i) Interior and exterior light lamps, including wiring, light fixtures and light bulbs.
- j) Fixed Base Operator signs and directories.
- k) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- l) Interior locks.
- m) Hot water heater and refrigeration units.
- n) Common areas to be kept free and clear of debris.
- o) Landscaping
- p) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- q) Interior and exterior fire extinguishers
- r) Telephone system
- s) Internet
- t) Communication and information technology
- u) Graffiti Abatement
- v) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste
- w) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- x) Heating, air condition, ventilation systems and associated controls.

12.2.2 Lessor Responsibilities

- a) Building identification and directory
- b) Exterior perimeter fence and gates

13. Limitation of Liability and Indemnity

- 13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.
- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages

resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

- 14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.
- 14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.
- 14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises during regular business hours.

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall

not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period;
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period;
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period;
- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax.

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: Amelia Reid Aviation DBA Aerodynamic Aviation
2650 Robert Fowler Way
San Jose, CA 95148

Or to such other place as LESSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject

matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.4 Warranty of Authority

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Lessee’s proprietary information is contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.7 Waiver of Jury Trial

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings

Section headings shall not be used in construing this Lease.

21.9 Conflict of Interest

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, “Lessee Affiliates”) to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and

disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.10 Relationship of Parties

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.14 OFAC

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department

as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.17 Prevailing Wage

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.18 Wage Theft Prevention

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

21.18.1 **Final Judgments, Decisions, and Orders.** For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

21.18.2 **Prior Judgments against Lessee and/or its contractors.** BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

21.18.3 **LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.**

21.18.4 **Judgments During Term of Lease.** If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Lessee to enter into an agreement

with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

- 21.18.5 County's Right to Withhold Payment. Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.
- 21.18.6 Material Breach. Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.
- 21.18.7 Notice to County Related to Wage Theft Prevention. Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19 Counterparts

This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term "electronic copy of this agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed agreement" means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor's Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.21 Integrated Pest Management Ordinance

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives,

will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.25 Timing

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.27 Recitals and Exhibits

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

- 22.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and
- 22.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

**County of Santa Clara, a political
subdivision of the State of California**

DocuSigned by:
Harry Freitas
6DC28984CB2D46D
HARRY FREITAS
Director, Roads and Airports Department

Date: 1/3/2022

LESSEE:

**Amelia Reid Aviation dba Aerodynamic
Aviation**

[Signature]

JOSH WATSON
Title: *Owner*

Date: 12/30/2021

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:
Chris Cheleden
5178ECE33EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel




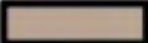

-  Leasehold Boundary
-  Lessor Easement Boundary
-  UST Location Excluded From Leasehold



Exhibit A
Aerodynamic Aviation Leasehold
COUNTY OF SANTA CLARA

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**PERMIT FOR STORAGE, SALE OR DISTRIBUTION
OF FUEL AND LUBRICANTS FOR
AMELIA REID AVIATION DBA AERODYNAMIC AVIATION
AT REID-HILLVIEW AIRPORT**

This is a Permit for the storage, sale or distribution of fuel and other lubricants (“Fueling Permit”), effective January 1, 2022, issued by the County of Santa Clara, hereinafter referred to as “County,” to Amelia Reid Aviation DBA Aerodynamic Aviation hereinafter referred to as “Permittee.”

Whereas, Permittee desires to engage in the storage, sale, or distribution of fuel and lubricants at Reid-Hillview Airport, hereinafter referred to as “Airport.”

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Non-Exclusive Permit:

County hereby grants Permittee a non-exclusive permit to engage in the storage, sale and distribution of aircraft fuel and lubricants at the Airport.

2. Method of Operation:

Storage, sale or distribution of fuel and lubricants by Permittee shall be confined solely to Permittee’s leased premises described in the lease agreement between the County of Santa Clara and Amelia Reid Aviation and all public areas of the Airport, effective January 1, 2022. Permittee shall be permitted to fuel aircraft only upon demand by Permittee’s customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances.

Permittee shall not be permitted to use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee’s products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.

3. Equipment and Facilities:

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee’s sale or distribution of fuel and lubricants shall meet all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers and may include aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the FBO master lease agreement.
- D. When engaged in retail sale of fuel, Permittee must ensure that the current fuel price for fuel carried in a fuel truck is clearly marked on the containing fuel trucks or advertised on AirNav.com..
- E. The Permittee is only authorized to distribute Unleaded Aviation Fuel.
- F. When engaged in retail sale of fuel, Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- G. When engaged in the retail sale of fuel, Permittee shall notify the County any time that Permittee is not able to provide fueling services for greater than 24 hours and again when fueling services are restored. Depending upon the circumstances, the County may elect to issue a NOTAM regarding available fuel. Notice to County may be via telephone call, email or both.

4. Safety Requirements:

- A. All work performed under this Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.
- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) for the specific fuel. Ensuring the quality of the fuel is the sole responsibility of Permittee.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

- D. At least one Fuel Truck with a minimum capacity of 500 gallons of Unleaded Aviation Gasoline is required to be operative at all times. All Fuel Trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All Fuel Trucks shall meet all applicable Federal, State of California, and Santa Clara County standards for each type of fuel dispensed. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on Permittee's leasehold property without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location, which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft, containers and ground service equipment only.
- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.
- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.

- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No aircraft shall be either fueled or defueled while any person is on board the aircraft.
- N. Anybody engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. The person in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- O. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- P. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- Q. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- R. Such mobile fueling equipment shall be operated only by people qualified and trained in aircraft fueling. Permittee shall ensure that all employees providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file at the Premises and available for inspection.
- S. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

5. Fixed Fuel Tank:

- A. The County owns or intends to own:
 - i. A 10,000-gallon Above Ground Fuel Tank (AST) located on the Airport at 2555A Robert Fowler Way;
 - ii. A 12,000-gallon Underground Fuel Storage Tank (UST) located on the Airport at 2635 Cunningham Avenue;
 - iii. A 10,000-gallon UST located on the Airport at 2650 Robert Fowler Way;
 - iv. A 15,000-gallon UST located on the Airport at 2655 Robert Fowler Way.
- B. Permittee shall have access to the 10,000-gallon UST located at 2650 Robert Fowler Way for storage and distribution of Unleaded Aviation Fuel.
- C. Permittee is responsible for any sumping of the UST. The disposal of fuel removed during sumping operations is the responsibility of the Permittee and shall be handled in accordance with state and local laws, rules, regulations.
- D. Permittee shall maintain the UST in good working order.
- E. Permittee shall immediately report to County in writing any equipment failures, maintenance issues, or fuel leaks and spills associated with the UST.
- F. Permittee is responsible for all UST maintenance, including filters and gaskets. Additional repairs and parts will be agreed upon in writing in a Repair Agreement between Permittee and County prior to any work commencement. The Repair Agreement will include who is responsible for completing the repair and, if necessary, a pro-rata schedule for County reimbursement to Permittee upon termination of this Fueling Permit.
- G. Permittee is required to perform all daily, weekly, monthly, and annual inspections per applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- H. As part of this permit, permittee shall perform monthly and annual inspections and record keeping, and maintain annual employee training logs.

6. Supplier Agreement:

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

fuel delivery. All such agreements shall provide that either Permittee's supplier shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

7. Products Liability Insurance:

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

8. Term:

The Term of this Fueling Permit shall be concurrent with the terms of the Fixed Base Operator Lease between Permittee and the County authorizing the Permittee to conduct fueling operations at either of the County Airports.

The County or Permittee may terminate this Permit with or without cause on thirty (30) days notice.

Upon Termination of the permit, the County will purchase from Permittee any remaining usable Unleaded Aviation Fuel in the UST. The value of the fuel will be determined by multiplying the number of usable gallons in the tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

9. Rental:

A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

B. Fuel flowage fee payments shall be based on total number of gallons delivered by Permittee.

C. Payment of fuel flowage fees shall be submitted by Permittee to County by the tenth of each month for the previous month. Upon expiration or termination of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.

D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after the first of each month must include an additional late

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.

- E. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

10. Reporting, Payments and Statements:

- A. By the tenth of each month, Permittee shall submit a Fuel Flowage Report on the previous month's fuel purchases.
- B. Submitted with the Fuel Flowage Report shall be a supplier invoice, fuel delivery statement, or any other supplier record showing the date of fuel delivery, suppliers' name, and total gallons of each type of fuel Permittee purchased.
- C. Permittee shall keep daily log sheets for each Fuel Truck and the UST. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County shall have the right to audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep all pertinent records and evidence of the storage, sale or other distribution of fuel at the airport within Santa Clara County at all times.
- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$1,500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

11. Environmental Requirements:

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances; including, but not limited to, requirements for above-ground storage tanks, disposal of waste oil and other potentially hazardous substances, air quality and vehicle emissions standards, and the refueling of all aircraft and vehicles.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

12. Incorporation of Lease Agreement:

The terms, covenants and conditions of the aforementioned Fixed Base Operations Master Lease Agreement effective January 1, 2022 by and between County and Permittee are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Fixed Base Operations Master Lease Agreement, the latter shall prevail. This Permit shall be of no further force and effect if the Fixed Based Operations Master Lease Agreement is terminated.

13. Headings, Reference, Law and Joint and Several Liability:

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

14. Severability:

Any provisions of this Permit, which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15. No Waiver:

No waiver by a party of any provision of this Permit shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

16. Attorney's Fees:

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

17. Assignment:

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

18. Permittee not an Agent of County:

By virtue of this Permit, Permittee shall not be considered an agent, contractor, licensee, or employee of County.

19. Insurance and Indemnification:

Permittee shall comply with and provide insurance as set forth in Exhibit B-8 attached hereto.

20. Penalty for Non-payment or Late Payment:

- A. Failure to pay any required fees, or three late payments of any fees within a calendar year, shall constitute intentional abandonment of the Permit by Permittee, and all rights and privileges given by said Permit may be declared forfeited at the discretion of County.
- B. A Permit terminated for non-payment of fees may not be reinstated when delinquent fees are subsequently paid. A new Permit shall be issued.

21. Notices:

All written notices given in connection with this Permit shall be effective upon personal service or by deposit in the mails, postage prepaid, to the applicable address:

County of Santa Clara:	Director of County Airports 2500 Cunningham Avenue San Jose, CA 95148 (408) 918-7700
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or to such other place as County may designate by written notice.

Permittee:	Amelia Reid Aviation DBA Tradewinds Aviation 2650 Robert Fowler Way San Jose, CA 95148
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Or to such other place as Permittee may designate by written notice.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

22. Entire Agreement:

This Permit constitutes the entire agreement of the parties with respect to Permittee's use of the Airport. Any prior or contemporaneous oral or written agreements by and between the parties with respect to such use of the Airport are revoked and extinguished.

23. Electronic Signature:

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

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Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Fuel
Permit as follows:

COUNTY:

PERMITEE:

**Amelia Reid Aviation DBA Aerodynamic
Aviation**

DocuSigned by:

60C28984CB21046D...
HARRY FREITAS
Director of Roads and Airports

DocuSigned by:

4593CCE8608B471...
Josh Watson
Title: CEO

Date: 1/11/2022

Date: 1/10/2022

**APPROVED AS TO FORM AND
LEGALITY:**


DocuSigned by:

B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
JMM AVIATION, LLC**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and JMM Aviation, LLC (“Lessee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of Reid-Hillview Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 2655 Robert Fowler Way, San Jose, California, San José California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

- 1.1.1 Land space of approximately 96,561 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;
- 1.1.2 The Lessor maintains an easement, as shown in Exhibit A for the purposes of accessing the underground storage tank (UST). The Lessee may utilize this space but may be required to periodically clear the area for UST service or maintenance upon request of County.

2. Term

2.1 The term of this Agreement is one-year commencing on January 1, 2022. (“Term”).

3. Monthly Rent

3.1 The monthly “Rent” or initial Base Rent shall be \$6,708.67 due and payable in advance on the first day of each month of the Term.

3.3 A monthly rent discount of \$2,084.60 shall be applied to this lease. The discount period shall expire on December 31, 2022.

3.4 If this Lease is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase or decreases over the January CPI of the base year of 2022. The annual CPI adjustment shall not exceed 2.5%.

3.5 All rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

3.6 A Security Deposit of \$6,708.67 (equivalent to one-months’ rent) shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.

3.7 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after

due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full.

3.8 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

3.8.1 10% of any rent received from non-aviation subtenants who shall be approved in writing by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein ("Permitted Uses" or "Commercial Aeronautical Activities"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

- a) Aircraft Maintenance and Repair;
- b) Aircraft Rental;
- c) Pilot Training; and
- d) Ground School for Flight Training

4.1.2 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;
- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;

- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
 - f) Air Taxi/Charter;
 - g) Vehicular Rental
- 4.1.3 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.
- 4.1.4 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.
- 4.1.5 Lessee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground.
- 4.1.6 Fueling
- 4.1.6.1 Lessee is authorized to operate its own fuel truck for the sole purpose of fueling its own aircraft used in the course of its daily flight training and aircraft rental business, provided Lessee obtains a Commercial Self Fueling Permit.
 - 4.1.6.2 If authorized in writing by the County separately from this lease to conduct retail fueling operations, Lessee must obtain an approved Permit for Retail Sale or Distribution of Fuel and Lubricants from Lessor prior to exercises of its privilege of retail fuel sales.
 - 4.1.6.3 All fueling on the Premises conducted under the above sections or otherwise subject to all applicable federal, state, and local laws and regulations.
- 4.1.7 Licensee shall use the premises for legal commercial business purposes only. No residential use is permitted. Licensee action of non-compliance shall constitute an Agreement violation.
- 4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee’s services.
- 4.3 Identification and Periodic Reporting of Stored Aircraft
Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the

Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting on the Effective Date, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.

4.4 Accident Reports

Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.5 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.6 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or

hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.7 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

4.8 Vehicle Parking and Storage

The premises may not be used for the maintenance or long-term storage of any vehicle not actively used in the day-to-day operations of the Lessees authorized use of premises. Any vehicle parked or stored on the premises must be fully operational, with the exception of short periods of time while the vehicle is waiting for service, in compliance with applicable Legal Requirements, and have current registration and insurance, as required.

For the purposes of this part, long-term storage is defined as any vehicle parked or stored on the premises for more than 14-days.

The Lessee has 14-days from the execution of this agreement to come into compliance with this requirement after which time, any vehicles parked on the premises in violation of this requirement may be towed and stored at the Lessee or vehicle owners expense.

4.9 Housekeeping

Lessee agrees to keep Premises, including the exterior and interior portions of all windows, doors and all other glass and signs, orderly, neat, safe and clean and free from rubbish or dirt at all times. Lessee agrees not to store parts, supplies, tires, batteries, engine, oil outdoors. Trash and garbage shall only be kept in area designated by Lessor for such storage and covered at all times.

Lessee agrees to ensure that all operations on the Premises will be in accordance with the Lessors current Storm Water Pollution Prevention Program (SWPPP) and associated Best Business Practices.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash

collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises."

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee's sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee's use of

the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee's expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are

necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from

any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.
- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.
- 8.3 Lessee expressly waives any and all claims against Lessor for compensation or damage for any and all loss, cost or expense sustained by reason of any defect, deficiency or impairment of any utility system, water supply system, draining or

sewer system, heating or gas system, electrical apparatus or wires serving the premises, or the use or operation thereof.

9. Alterations

9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

- 12.1.1 Report to County any suspected inappropriate activities at the Airport.
- 12.1.2 Monitor and report all safety concerns to County.
- 12.1.3 Keep Premises open during normal business hours.
- 12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.
- 12.1.5 Maintain at least one restroom that is open to the public during business hours.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.

- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- e) Asbestos Management
- f) Mold Remediation
- g) Termite and Rodent Infestation
- h) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- i) Interior and exterior light lamps, including wiring, light fixtures and light bulbs.
- j) Fixed Base Operator signs and directories.
- k) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- l) Interior locks.
- m) Hot water heater and refrigeration units.
- n) Common areas to be kept free and clear of debris.
- o) Landscaping
- p) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- q) Interior and exterior fire extinguishers
- r) Telephone system
- s) Internet
- t) Communication and information technology
- u) Graffiti Abatement
- v) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste
- w) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- x) Heating, air condition, ventilation systems and associated controls.

12.2.2 Lessor Responsibilities

- a) Building identification and directory
- b) Exterior perimeter fence and gates

13. **Limitation of Liability and Indemnity**

- 13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management

company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

- 14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.

- 14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.
- 14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all regular business hours.

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);
- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;

- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period;
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period;
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period;
- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County

or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax.

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: JMM Aviation, LLC
2655 Robert Fowler Way
San Jose, CA 95148

Or to such other place as LESSEE may designate by written notice.

21. Miscellaneous**21.1 Waiver**

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations,

shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.4 Warranty of Authority

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Lessee's proprietary information is

contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.7 Waiver of Jury Trial

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings

Section headings shall not be used in construing this Lease.

21.9 Conflict of Interest

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, “Lessee Affiliates”) to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.10 Relationship of Parties

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or

agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.14 OFAC

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws

include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.17 Prevailing Wage

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.18 Wage Theft Prevention

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

21.18.1 **Final Judgments, Decisions, and Orders.** For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency,

or any other government entity tasked with the investigation and enforcement of wage and hour laws.

- 21.18.2 Prior Judgments against Lessee and/or its contractors. BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.4 Judgments During Term of Lease. If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Lessee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.5 County's Right to Withhold Payment. Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.
- 21.18.6 Material Breach. Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.

21.18.7 Notice to County Related to Wage Theft Prevention. Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19 Counterparts

This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor's Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.21 Integrated Pest Management Ordinance

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor

against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.25 Timing

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.27 Recitals and Exhibits

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

22.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and

22.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

LEASE AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND JMM AVIATION, LLC

IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

LESSEE:

County of Santa Clara, a political subdivision of the State of California

JMM Aviation, LLC

DocuSigned by:

Harry Freitas

HARRY FREITAS
Director, Roads and Airports Department

Date: 1/3/2022

Jeff Marzonet

Jeff Marzonet
Title: Manager

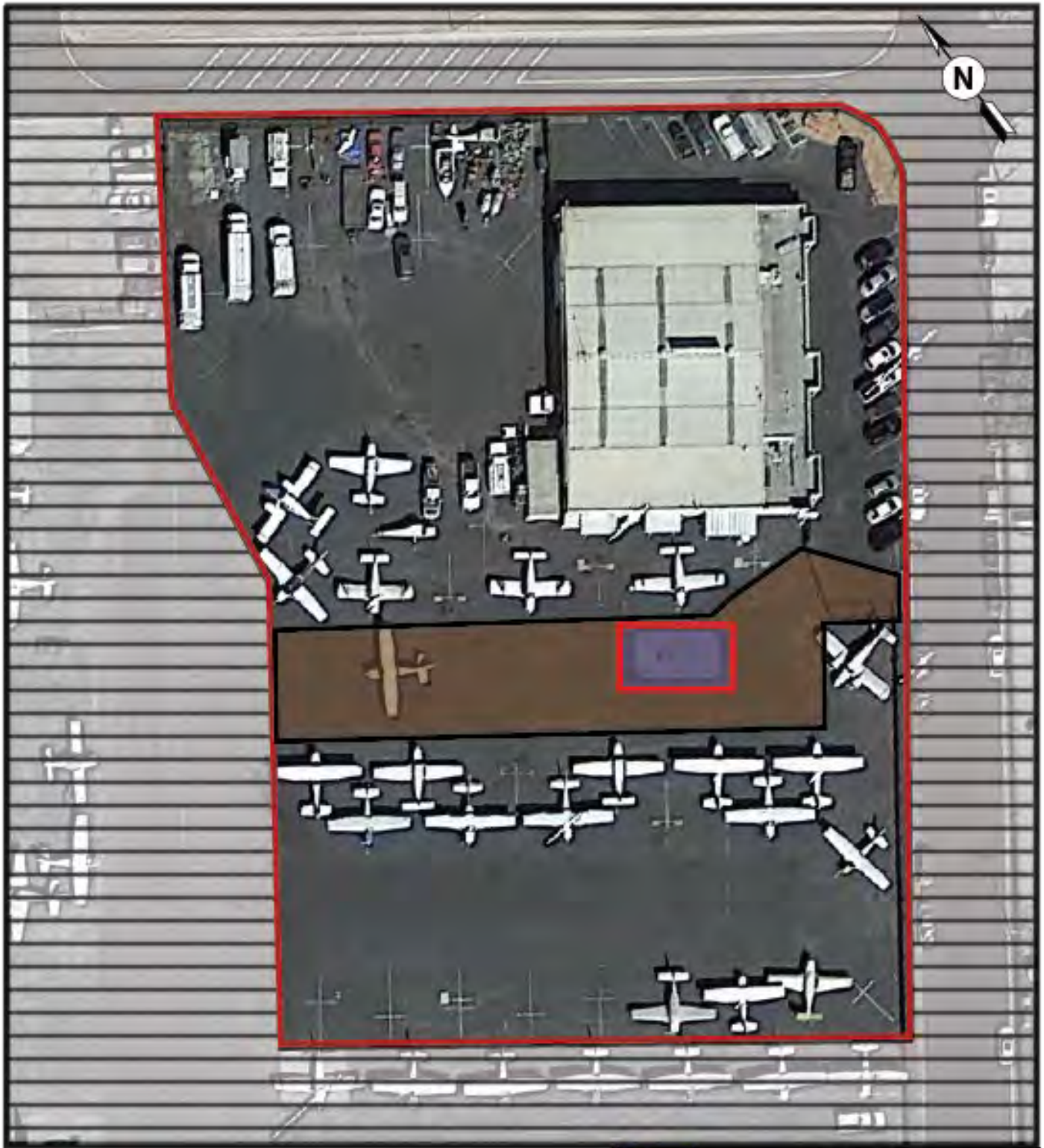
Date: 12-31-21

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Chris Cheleden

CHRISTOPHER R. CHELEDEN
Lead Deputy County Counsel




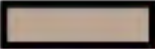

-  Leasehold Boundary
-  Lessor Easement Boundary
-  UST Location Excluded From Leasehold



Exhibit A
Marconet Aviation Leasehold
COUNTY OF SANTA CLARA

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

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upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**PERMIT FOR STORAGE, SALE OR DISTRIBUTION
OF FUEL AND LUBRICANTS FOR
JMM AVIATION, LLC
AT REID-HILLVIEW AIRPORT**

This is a Permit for the storage, sale or distribution of fuel and other lubricants (“Fueling Permit”), effective January 1, 2022, issued by the County of Santa Clara, hereinafter referred to as “County,” to JMM Aviation, LLC hereinafter referred to as “Permittee.”

Whereas, Permittee desires to engage in the storage, sale, or distribution of fuel and lubricants at Reid-Hillview Airport, hereinafter referred to as “Airport.”

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Non-Exclusive Permit:

County hereby grants Permittee a non-exclusive permit to engage in the storage, sale and distribution of aircraft fuel and lubricants at the Airport.

2. Method of Operation:

Storage, sale or distribution of fuel and lubricants by Permittee shall be confined solely to Permittee’s leased premises described in the lease agreement between the County of Santa Clara and JMM Aviation, LLC and all public areas of the Airport, effective January 1, 2022. Permittee shall be permitted to fuel aircraft only upon demand by Permittee’s customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances.

Permittee shall not be permitted to use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee’s products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.

3. Equipment and Facilities:

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee’s sale or distribution of fuel and lubricants shall meet all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers and may include aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the FBO master lease agreement.
- D. Permittee must ensure that the current fuel price for fuel carried in a fuel truck is clearly marked on the containing fuel trucks or advertised on AirNav.com.
- E. The Permittee is only authorized to distribute Unleaded Aviation Fuel and Jet fuel.
- F. Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- G. Permittee shall notify the County any time that Permittee is not able to provide fueling services for greater than 24 hours and again when fueling services are restored. Depending upon the circumstances, the County may elect to issue a NOTAM regarding available fuel. Notice to County may be via telephone call, email or both.

4. Safety Requirements:

- A. All work performed under this Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.
- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) for the specific fuel. Ensuring the quality of the fuel is the sole responsibility of Permittee.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

- D. At least one Fuel Truck with a minimum capacity of 500 gallons of Unleaded Aviation Gasoline and one Fuel Truck with a minimum capacity of 2,000 gallons of Jet A are required to be operative at all times for products offered by permittee. All Fuel Trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All Fuel Trucks shall meet all applicable Federal, State of California, and Santa Clara County standards for each type of fuel dispensed. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on Permittee's leasehold property without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location, which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft, containers and ground service equipment only.
- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.
- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of

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ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.

- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No aircraft shall be either fueled or defueled while any person is on board the aircraft.
- N. Anybody engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. The person in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- O. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- P. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- Q. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- R. Such mobile fueling equipment shall be operated only by people qualified and trained in aircraft fueling. Permittee shall ensure that all employees providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file at the Premises and available for inspection.
- S. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

5. Fixed Fuel Tank:

- A. The County owns or intends to own:
 - i. A 10,000-gallon Above Ground Fuel Tank (AST) located on the Airport at 2555A Robert Fowler Way;
 - ii. A 12,000-gallon Underground Fuel Storage Tank (UST) located on the Airport at 2635 Cunningham Avenue;
 - iii. A 10,000-gallon UST located on the Airport at 2650 Robert Fowler Way;
 - iv. A 15,000-gallon UST located on the Airport at 2655 Robert Fowler Way.
- B. Permittee shall have access to the 15,000-gallon UST located at 2655 Robert Fowler Way for storage and distribution of Unleaded Aviation Fuel.
- C. Permittee is responsible for any sumping of the UST. The disposal of fuel removed during sumping operations is the responsibility of the Permittee and shall be handled in accordance with state and local laws, rules, regulations.
- D. Permittee shall maintain the UST in good working order.
- E. Permittee shall immediately report to County in writing any equipment failures, maintenance issues, or fuel leaks and spills associated with the UST.
- F. Permittee is responsible for all routine UST maintenance, including filters and gaskets. Additional repairs and parts will be agreed upon in writing in a Repair Agreement between Permittee and County prior to any work commencement. The Repair Agreement will include who is responsible for completing the repair and, if necessary, a pro-rata schedule for County reimbursement to Permittee upon termination of this Fueling Permit. Permittee is required to perform all daily, weekly, monthly, and annual inspections per applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- H. As part of this permit, permittee shall perform monthly and annual inspections and record keeping, and maintain annual employee training logs.

6. Supplier Agreement:

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of fuel delivery. All such agreements shall provide that either Permittee's supplier

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

7. Products Liability Insurance:

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

8. Term:

The Term of this Fueling Permit shall be concurrent with the terms of the Fixed Base Operator Lease between Permittee and the County authorizing the Permittee to conduct fueling operations at either of the County Airports.

The County or Permittee may terminate this Permit with or without cause on thirty (30) days notice.

Upon Termination of the permit, the County will purchase from Permittee any remaining usable unleaded aviation fuel in the UST. The value of the fuel will be determined by multiplying the number of gallons in the tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

To the extent that Jet Fuel can be transferred from the Permittee's fuel tank to a County managed fuel tank, the County will purchase from Permittee any remaining usable Jet fuel. The value of the fuel will be determined by multiplying the number of gallons transferred from Permittees tank to County's tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

9. Rental:

- A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.
- B. Fuel flowage fee payments shall be based on total number of gallons delivered to Permittee.
- C. Payment of fuel flowage fees shall be submitted by Permittee to County by the tenth of each month for the previous month. Upon expiration or termination

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.

- D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after the first of each month must include an additional late payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.
- E. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

10. Reporting, Payments and Statements:

- A. By the tenth of each month, Permittee shall submit a Fuel Flowage Report on the previous month's fuel purchases.
- B. Submitted with the Fuel Flowage Report shall be a supplier invoice, fuel delivery statement, or any other supplier record showing the date of fuel delivery, suppliers' name, and total gallons of each type of fuel Permittee purchased.
- C. Permittee shall keep daily log sheets for each Fuel Truck and the UST. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County shall have the right to audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep all pertinent records and evidence of the storage, sale or other distribution of fuel at the airport within Santa Clara County at all times.
- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$1,500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

11. Environmental Requirements:

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

12. Incorporation of Lease Agreement:

The terms, covenants and conditions of the aforementioned Fixed Base Operations Master Lease Agreement effective January 1, 2022 by and between County and Permittee are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Fixed Base Operations Master Lease Agreement, the latter shall prevail. This Permit shall be of no further force and effect if the Fixed Based Operations Master Lease Agreement is terminated.

13. Headings, Reference, Law and Joint and Several Liability:

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

14. Severability:

Any provisions of this Permit, which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15. No Waiver:

No waiver by a party of any provision of this Permit shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

16. Attorney's Fees:

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

17. Assignment:

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

18. Permittee not an Agent of County:

By virtue of this Permit, Permittee shall not be considered an agent, contractor, licensee, or employee of County.

19. Insurance and Indemnification:

Permittee shall comply with and provide insurance as set forth in Exhibit B-8 attached hereto.

20. Penalty for Non-payment or Late Payment:

- A. Failure to pay any required fees, or three late payments of any fees within a calendar year, shall constitute intentional abandonment of the Permit by Permittee, and all rights and privileges given by said Permit may be declared forfeited at the discretion of County.
- B. A Permit terminated for non-payment of fees may not be reinstated when delinquent fees are subsequently paid. A new Permit shall be issued.

21. Notices:

All written notices given in connection with this Permit shall be effective upon personal service or by deposit in the mails, postage prepaid, to the applicable address:

County of Santa Clara: Director of County Airports
 2500 Cunningham Avenue
 San Jose, CA 95148
 (408) 918-7700

or to such other place as County may designate by written notice.

Permittee: JMM Aviation LLC
 2655 Robert Fowler Way
 San Jose, CA 95148

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

Or to such other place as Permittee may designate by written notice.

22. Entire Agreement:

This Permit constitutes the entire agreement of the parties with respect to Permittee's use of the Airport. Any prior or contemporaneous oral or written agreements by and between the parties with respect to such use of the Airport are revoked and extinguished.

23. Electronic Signature:

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at Reid-Hillview Airport

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Fuel Permit as follows:

COUNTY:

PERMITEE:
JMM Aviation, LLC

DocuSigned by:
Harry Freitas
HARRY FREITAS
Director of Roads and Airports

Jeff Marconet
Jeff Marconet
Manager

Date: 1/11/2022

Date: 1-11-22

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Chris Cheleden
Christopher R. Cheleden
Lead Deputy County Counsel

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

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\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

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upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
CALIFORNIA IN NICE DBA NICE AIR**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and California In Nice DBA Nice Air (“Lessee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of Reid-Hillview Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 2575 Robert Fowler Way, San Jose, California, San José California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

- 1.1.1 Land space of approximately 44,469 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;

2. Term

2.1 The term of this Agreement is one-year commencing on January 1, 2022. (“Term”).

3. Monthly Rent

- 3.1 The monthly "Rent" or initial Base Rent shall be \$2,774.07 due and payable in advance on the first day of each month of the Term.
- 3.2 A monthly rent discount of \$787.50 shall be applied to this lease. The discount period shall expire on December 31, 2022.
- 3.3 If this Lease is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase or decreases over the January CPI of the base year of 2022. The annual CPI adjustment shall not exceed 2.5%.
- 3.4 All Rent shall be made payable to the "County of Santa Clara", in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:
- County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148
- 3.5 A Security Deposit of \$2,774.07 (equivalent to one-months' rent) shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.6 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due

and payable until paid in full.

3.7 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

3.7.1 10% of any rent received from non-aviation subtenants who shall be approved in writing by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein ("Permitted Uses" or "Commercial Aeronautical Activities"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

- a) Aircraft Maintenance and Repair;
- b) Aircraft Rental;
- c) Pilot Training; and
- d) Ground School for Flight Training

4.1.2 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;
- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;

LEASE AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND
CALIFORNIA IN NICE DBA NICE AIR

- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
 - f) Air Taxi/Charter;
 - g) Vehicular Rental
- 4.1.3 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.
- 4.1.4 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.
- 4.1.5 Lessee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground.
- 4.1.6 Fueling
- 4.1.6.1 Lessee is authorized to operate its own fuel truck for the sole purpose of fueling its own aircraft used in the course of its daily flight training and aircraft rental business, provided Lessee obtains a Commercial Self Fueling Permit.
 - 4.1.6.2 If authorized in writing by the County separately from this lease to conduct retail fueling operations, Lessee must obtain an approved Permit for Retail Sale or Distribution of Fuel and Lubricants from Lessor prior to exercises of its privilege of retail fuel sales.
 - 4.1.6.3 All fueling on the Premises conducted under the above sections or otherwise subject to all applicable federal, state, and local laws and regulations.
- 4.1.7 Licensee shall use the premises for legal commercial business purposes only. No residential use is permitted. Licensee action of non-compliance shall constitute an Agreement violation.
- 4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee’s services.
- 4.3 Business Hours.
Except during reasonable periods for repairing, cleaning, decorating and planned

**LEASE AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND
CALIFORNIA IN NICE DBA NICE AIR**

closures (i.e. vacations, training, etc.), planned closures shall require prior written authorization of the Lessor. Lessee shall keep the Premises open for business during the days and hours listed below. During all operational hours, Lessee shall have at the Premises adequate and competent personnel necessary for the operation of Lessee's business.

4.3.1 Minimum business hours shall be Monday through Friday 9:00 A.M. to 5:00 P.M, Saturday 9:00 A.M. to 4:00 P.M. provided however, the aircraft maintenance and repair shall be entitled to set its business hours and days in Lessee's reasonable discretion

4.3.2 During non-operating hours, Lessee shall post or make otherwise known a telephone number or other contact provisions to permit an emergency call out.

4.3.3 Lessee is authorized to close during all County-recognized holidays.

4.4 Identification and Periodic Reporting of Stored Aircraft

Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting on the Effective Date, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.

4.5 Accident Reports

Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.6 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not

have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.7 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.8 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

4.9 Vehicle Parking and Storage

The premises may not be used for the maintenance or long-term storage of any vehicle not actively used in the day-to-day operations of the Lessees authorized use of premises. Any vehicle parked or stored on the premises must be fully operational, with the exception of short periods of time while the vehicle is waiting for service, in compliance with applicable Legal Requirements, and have current registration and insurance, as required.

For the purposes of this part, long-term storage is defined as any vehicle parked or stored on the premises for more than 14-days.

The Lessee has 14-days from the execution of this agreement to come into compliance with this requirement after which time, any vehicles parked on the premises in violation of this requirement may be towed and stored at the Lessee or vehicle owners expense.

4.10 Housekeeping

Lessee agrees to keep Premises, including the exterior and interior portions of all windows, doors and all other glass and signs, orderly, neat, safe and clean and free from rubbish or dirt at all times. Lessee agrees not to store parts, supplies, tires, batteries, engine, oil outdoors. Trash and garbage shall only be kept in area designated by Lessor for such storage and covered at all times.

Lessee agrees to ensure that all operations on the Premises will be in accordance with the Lessors current Storm Water Pollution Prevention Program (SWPPP) and associated Best Business Practices.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B-8 attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access

specialist (“CASp”). As required by Section 1938(e) of the California Civil Code, County also states that:

“A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee’s use of the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous,

toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous

Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of

Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so

damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.
- 8.3 Lessee expressly waives any and all claims against Lessor for compensation or damage for any and all loss, cost or expense sustained by reason of any defect, deficiency or impairment of any utility system, water supply system, draining or sewer system, heating or gas system, electrical apparatus or wires serving the premises, or the use or operation thereof.

9. Alterations

- 9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee

may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

- 9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.

12.1.5 Maintain at least one restroom that is available for Lessee's clients during business hours.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the Lessee's clients at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.
- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- e) Asbestos Management
- f) Mold Remediation
- g) Termite and Rodent Infestation
- h) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- i) Interior and exterior light lamps, including wiring, light fixtures and light bulbs.

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- j) Fixed Base Operator signs and directories.
- k) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- l) Interior locks.
- m) Hot water heater and refrigeration units.
- n) Common areas to be kept free and clear of debris.
- o) Landscaping
- p) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- q) Interior and exterior fire extinguishers
- r) Telephone system
- s) Internet
- t) Communication and information technology
- u) Graffiti Abatement
- v) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste
- w) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- x) Heating, air condition, ventilation systems and associated controls.

12.2.2 Lessor Responsibilities

- a) Building identification and directory
- b) Exterior perimeter fence and gates

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.

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- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

- 14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.
- 14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.
- 14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises during all business hours.

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);
- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period;
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a

reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;

- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period;
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period;
- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax.

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: California In Nice dba Nice Air
2575 Robert Fowler Way
San Jose, CA 95148

Or to such other place as LESSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations,

shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.4 Warranty of Authority

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act

The County is a public agency subject to the disclosure requirements of the

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California Public Records Act (“CPRA”). If Lessee’s proprietary information is contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.7 Waiver of Jury Trial

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings

Section headings shall not be used in construing this Lease.

21.9 Conflict of Interest

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, “Lessee Affiliates”) to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.10 Relationship of Parties

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations,

master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.14 OFAC

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.17 Prevailing Wage

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.18 Wage Theft Prevention

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the

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Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.2 Prior Judgments against Lessee and/or its contractors. BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.4 Judgments During Term of Lease. If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Lessee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.5 County’s Right to Withhold Payment. Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment,

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decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.

- 21.18.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.
- 21.18.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19 Counterparts

This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.21 Integrated Pest Management Ordinance

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.25 Timing

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.27 Recitals and Exhibits

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

- 22.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and
- 22.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

LESSEE:

County of Santa Clara, a political subdivision of the State of California

California in Nice DBA Nice Air

DocuSigned by: Harry Freitas
6DC28984CB2D46D
HARRY FREITAS
Director, Roads and Airports Department


HIROYASU TAKAI
Title: president

Date: 1/3/2022

Date: 12/31/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by: Chris Cheleden
B179ECE83EEF431
Christopher R. Cheleden
Lead Deputy County Counsel




 Leasehold Boundary

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**PERMIT FOR STORAGE, SALE OR DISTRIBUTION
OF FUEL AND LUBRICANTS FOR
CALIFORNIA IN NICE DBA NICE AIR
AT REID-HILLVIEW AIRPORT**

This is a Permit for the storage, sale or distribution of fuel and other lubricants (“Fueling Permit”), effective January 1, 2022, issued by the County of Santa Clara, hereinafter referred to as “County,” to California in Nice, DBA Nice Air hereinafter referred to as “Permittee.”

Whereas, Permittee desires to engage in the storage, sale, or distribution of fuel and lubricants at Reid-Hillview Airport, hereinafter referred to as “Airport.”

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Non-Exclusive Permit:

County hereby grants Permittee a non-exclusive permit to engage in the storage, sale and distribution of aircraft fuel and lubricants at the Airport.

2. Method of Operation:

Storage, sale or distribution of fuel and lubricants by Permittee shall be confined solely to Permittee’s leased premises described in the lease agreement between the County of Santa Clara and Nice Air and all public areas of the Airport, effective January 1, 2022. Permittee shall be permitted to fuel aircraft only upon demand by Permittee’s customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances. Permittee is strictly prohibited from storing, selling, or distribute leaded fuel at all County Airports.

Permittee shall not be permitted to use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee’s products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.

3. Equipment and Facilities:

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee’s sale or distribution of fuel and lubricants shall meet all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

Permit for storage, sale or distribution of fuel and lubricants for California In Nice DBA
Nice Air at Reid-Hillview Airport

- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers and may include aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the FBO master lease agreement. Permittee shall provide twenty-four (24) hour Unleaded Aviation Fuel self-fueling services seven days per week at the County's Above Ground Storage Tank (AST).
- D. Permittee must ensure that all current fuel prices are clearly marked on all Fuel Trucks and the AST.
- E. The Permittee is only authorized to sell or distribute Unleaded Aviation Fuel and Jet fuel.
- F. Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- G. In the event the Permittee's fueling equipment is inoperative, or Permittee runs out of any aircraft fuel intended for retail sale, the permittee must notify the County. Upon receipt of notification, the County may issue a Notice to Airmen (NOTAM) specifying the condition of the fueling equipment or supply. When the fueling equipment is repaired or additional fuel is delivered, Permittee shall notify the Airport Operations Office at which time such NOTAM shall be cancelled. Notification to the County in writing shall occur within two hours of the time Permittee is made aware of the situation and may be via telephone call, email or both.

4. Safety Requirements:

- A. All work performed under this Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.
- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all

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applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.

- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) for the specific fuel. Ensuring the quality of the fuel is the sole responsibility of Permittee.
- D. At least one Fuel Truck with a minimum capacity of 500 gallons of Unleaded Aviation Gasoline is required to be operative at all times. All Fuel Trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All Fuel Trucks shall meet all applicable Federal, State of California, and Santa Clara County standards for each type of fuel dispensed. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on Permittee's leasehold property without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location, which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft and ground service equipment only.
- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.

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- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.
- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.
- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No person shall start the engine of any aircraft when there is any fuel on the ground under such aircraft.
- N. No aircraft shall be either fueled or defueled while any person is on board the aircraft.
- O. Anybody engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. The person in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- P. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- Q. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- R. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- S. Such mobile fueling equipment shall be operated only by people qualified and trained in aircraft fueling. Permittee shall ensure that all employees providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file with the Director of County airports.
- T. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

Permit for storage, sale or distribution of fuel and lubricants for California In Nice DBA
Nice Air at Reid-Hillview Airport

5. Fixed Fuel Tank:

- A. The County owns or intends to own:
 - i. A 10,000-gallon Above Ground Fuel Tank (AST) located on the Airport at 2555A Robert Fowler Way;
 - ii. A 12,000-gallon Underground Fuel Storage Tank (UST) located on the Airport at 2635 Cunningham Avenue;
 - iii. A 10,000-gallon UST located on the Airport at 2650 Robert Fowler Way;
 - iv. A 15,000-gallon UST located on the Airport at 2655 Robert Fowler Way.
- B. Permittee shall have access to the 10,000-gallon AST located at 2555A Robert Fowler Way for storage and distribution of Unleaded Aviation Fuel.
- C. Permittee is responsible for daily sumping of the AST. The disposal of fuel removed during sumping operations is the responsibility of the Permittee and shall be handled in accordance with state and local laws, rules, regulations.
- D. Permittee shall maintain the AST in good working order.
- E. Permittee shall immediately report to County in writing any equipment failures, maintenance issues, or fuel leaks and spills associated with the AST.
- F. Permittee is responsible for all AST maintenance, including replacement parts, equipment and labor costs.
- G. Permittee is required to perform all daily, weekly, monthly, and annual inspections per applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- H. Permittee shall obtain an Aboveground Petroleum Storage Act (APSA) permit for the AST. The permittee shall include the APSA permit in their existing California Environmental Reporting System (CERS) account. Permittee shall be responsible for the annual CERS submittal.
- I. As part of this permit, permittee shall perform monthly and annual AST inspections and record keeping, and maintain annual employee training logs. Permittee must have in place a Professional Engineer (PE) certified Spill Prevention Control and Countermeasures Plan (SPCC). A copy of the permittee's SPCC shall be provided to the Director of County Airports.

Permit for storage, sale or distribution of fuel and lubricants for California In Nice DBA
Nice Air at Reid-Hillview Airport

6. Supplier Agreement:

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of fuel delivery. All such agreements shall provide that either Permittee's supplier shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

7. Products Liability Insurance:

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

8. Term:

The Term of this Fueling Permit shall be concurrent with the terms of the Fixed Base Operator Lease between Permittee and the County authorizing the Permittee to conduct fueling operations at either of the County Airports.

The County may terminate this Permit with or without cause on thirty (30) days notice.

Upon Termination of the permit, the County will purchase from Permittee any remaining usable unleaded aviation fuel in the AST. The value of the fuel will be determined by multiplying the number of usable gallons in the tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

To the extent that Jet Fuel can be transferred from the Permittee's fuel tank to a County managed fuel tank, the County will purchase from Permittee any remaining usable Jet fuel. The value of the fuel will be determined by multiplying the number of gallons transferred from Permittees tank to County's tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

9. Rental:

- A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

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- B. Fuel flowage fee payments shall be based on total number of gallons delivered by Permittee.
- C. Payment of fuel flowage fees shall be submitted by Permittee to County by the tenth of each month for the previous month. Upon expiration or termination of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.
- D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after the first of each month must include an additional late payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.
- E. In exchange for free use of the AST, Permittee is responsible for all AST maintenance and inspection costs, including replacement parts, equipment and labor costs. In the event that and at the time that the County terminates this Fueling Permit to begin operating its own fuel concession, the County will entertain reimbursing the Permittee on a pro-rata share of any maintenance and inspections costs associated with the tank, provided the Permittee submits a written request with detailed receipts within 30-days of permit cancellation. The amount of any reimbursement will be solely at the County's discretion.
- F. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

10. Reporting, Payments and Statements:

- A. With each payment of Fuel Flowage Fees, Permittee shall submit:
 - i. Completed Fuel Delivery Statement, available on the County Airports Website (countyairports.org). The Fuel Delivery Statement will include the date of fuel delivery, suppliers' name, total gallons of each type of fuel delivered.
 - ii. A supplier invoice, fuel delivery statement, or any other supplier record showing the amount of each type of fuel Permittee purchased from the supplier.
- B. On the tenth of each month, Permittee shall submit a Fuel Flowage Report of the previous month's fuel sales. The report shall include the number of gallons of each type of fuel sold during the previous month, and the delivery method

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of said fuel (truck or self-service). The report shall be available on the County Airports website.

- C. Permittee shall keep daily log sheets for each Fuel Truck and the AST. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County shall have the right to audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep all pertinent records and evidence of the storage, sale or other distribution of fuel at the airport within Santa Clara County at all times.
- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

11. Environmental Requirements:

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances; including, but not limited to, requirements for above-ground storage tanks, disposal of waste oil and other potentially hazardous substances, air quality and vehicle emissions standards, and the refueling of all aircraft and vehicles.

12. Incorporation of Lease Agreement:

The terms, covenants and conditions of the aforementioned Fixed Base Operations Master Lease Agreement effective January 1, 2022 by and between County and Permittee are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Fixed Base Operations Master Lease Agreement, the latter shall prevail. This Permit shall be of no further force and effect if the Fixed Based Operations Master Lease Agreement is terminated.

Permit for storage, sale or distribution of fuel and lubricants for California In Nice DBA
Nice Air at Reid-Hillview Airport

13. Headings, Reference, Law and Joint and Several Liability:

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

14. Severability:

Any provisions of this Permit, which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15. No Waiver:

No waiver by a party of any provision of this Permit shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

16. Attorney's Fees:

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

17. Assignment:

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

18. Permittee not an Agent of County:

By virtue of this Permit, Permittee shall not be considered an agent, contractor, licensee, or employee of County.

Permit for storage, sale or distribution of fuel and lubricants for California In Nice DBA
Nice Air at Reid-Hillview Airport

19. Insurance and Indemnity:

Lessee shall comply with and provide insurance as set forth in Exhibit B-8 attached hereto.

20. Penalty for Non-payment or Late Payment:

A. Failure to pay any required fees, or three late payments of any fees within a calendar year, shall constitute intentional abandonment of the Permit by Permittee, and all rights and privileges given by said Permit may be declared forfeited at the discretion of County.

B. A Permit terminated for non-payment of fees may not be reinstated when delinquent fees are subsequently paid. A new Permit shall be issued.

21. Notices:

All written notices given in connection with this Permit shall be effective upon personal service or by deposit in the mails, postage prepaid, to the applicable address:

County of Santa Clara: Director of County Airports
 2500 Cunningham Avenue
 San Jose, CA 95148
 (408) 918-7700

or to such other place as County may designate by written notice.

Permittee: California in Nice DBA Nice Air
 2575 Robert Fowler Way
 San Jose, CA 95148

Or to such other place as Permittee may designate by written notice.

22. Entire Agreement:

This Permit constitutes the entire agreement of the parties with respect to Permittee's use of the Airport. Any prior or contemporaneous oral or written agreements by and between the parties with respect to such use of the Airport are revoked and extinguished.

23. Electronic Signature:

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the

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same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Fuel Permit as follows:

COUNTY:

PERMITEE:

California in Nice DBA Nice Air

DocuSigned by:

Harry Freitas

HARRY FREITAS

Director of Roads and Airports

Date: 1/3/2022



HIROYASU TAKAI

Title: *president*

Date: 12/31/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Chris Cheleden

Christopher R. Cheleden

Lead Deputy County Counsel

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

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\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
SKYWORKS AVIATION DBA TRADEWINDS AVIATION**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and Skyworks Aviation DBA Tradewinds Aviation (“Lessee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of Reid-Hillview Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 2505 East Cunningham Avenue, San Jose, California, San José California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

1.1.1 Land space of approximately 104,108 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;

2. Term

2.1 The term of this Agreement is one-year commencing on January 1, 2022. (“Term”).

3. Monthly Rent

3.1 The monthly “Rent” or initial Base Rent shall be \$6,639.72 due and payable in advance on the first day of each month of the Term.

3.2 A monthly rent discount of \$1,923.08 shall be applied to this lease. The discount period shall expire on December 31, 2022.

- 3.3 If this Lease is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase or decreases over the January CPI of the base year of 2022. The annual CPI adjustment shall not exceed 2.5%.
- 3.4 All Rent shall be made payable to the "County of Santa Clara", in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:
- County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148
- 3.5 A Security Deposit of \$6,639.72 (equivalent to one-months' rent) shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.6 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full.
- 3.7 Other Fee
Lessee shall pay Lessor the following fees in addition to Monthly Rent
- 3.7.1 10% of any rent received from non-aviation subtenants who shall be approved in writing by Lessor.
- Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such

an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein (“Permitted Uses” or “Commercial Aeronautical Activities”). The Premises may not be used for any other purpose without County’s prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County’s prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

- a) Aircraft Maintenance and Repair;
- b) Aircraft Rental;
- c) Pilot Training; and
- d) Ground School for Flight Training

4.1.2 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;
- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;
- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
- f) Air Taxi/Charter;
- g) Vehicular Rental

4.1.3 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.

4.1.4 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.

- 4.1.5 Lessee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground.
- 4.1.6 Fueling
- 4.1.6.1 Lessee is authorized to operate its own fuel truck for the sole purpose of fueling its own aircraft used in the course of its daily flight training and aircraft rental business, provided Lessee obtains a Commercial Self Fueling Permit.
- 4.1.6.2 If authorized in writing by the County separately from this lease to conduct retail fueling operations, Lessee must obtain an approved Permit for Retail Sale or Distribution of Fuel and Lubricants from Lessor prior to exercises of its privilege of retail fuel sales.
- 4.1.6.3 All fueling on the Premises conducted under the above sections or otherwise subject to all applicable federal, state, and local laws and regulations.
- 4.1.7 Licensee shall use the premises for legal commercial business purposes only. No residential use is permitted. Licensee action of non-compliance shall constitute an Agreement violation.
- 4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee's services.
- 4.3 Identification and Periodic Reporting of Stored Aircraft
Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting on the Effective Date, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.
- 4.4 Accident Reports
Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.5 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.6 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.7 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

4.8 Vehicle Parking and Storage

The premises may not be used for the maintenance or long-term storage of any vehicle not actively used in the day-to-day operations of the Lessees authorized use of premises. Any vehicle parked or stored on the premises must be fully operational, with the exception of short periods of time while the vehicle is waiting for service, in compliance with applicable Legal Requirements, and have current registration and insurance, as required.

For the purposes of this part, long-term storage is defined as any vehicle parked or stored on the premises for more than 14-days.

The Lessee has 14-days from the execution of this agreement to come into compliance with this requirement after which time, any vehicles parked on the premises in violation of this requirement may be towed and stored at the Lessee or vehicle owners expense.

4.9 Housekeeping

Lessee agrees to keep Premises, including the exterior and interior portions of all windows, doors and all other glass and signs, orderly, neat, safe and clean and free from rubbish or dirt at all times. Lessee agrees not to store parts, supplies, tires, batteries, engine, oil outdoors. Trash and garbage shall only be kept in area designated by Lessor for such storage and covered at all times.

Lessee agrees to ensure that all operations on the Premises will be in accordance with the Lessors current Storm Water Pollution Prevention Program (SWPPP) and associated Best Business Practices.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical,

environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access specialist (“CASp”). As required by Section 1938(e) of the California Civil Code, County also states that:

“A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee’s use of the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted

in the future (collectively, the "Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of

Hazardous Materials caused by, arising from or related to the acts of Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or

visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.
- 8.3 Lessee expressly waives any and all claims against Lessor for compensation or damage for any and all loss, cost or expense sustained by reason of any defect, deficiency or impairment of any utility system, water supply system, draining or sewer system, heating or gas system, electrical apparatus or wires serving the premises, or the use or operation thereof.

9. Alterations

- 9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.

12.1.5 Maintain at least one restroom that is available for your clients during business hours.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to Lessee's clients at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.
- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- e) Asbestos Management
- f) Mold Remediation
- g) Termite and Rodent Infestation
- h) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- i) Interior and exterior light lamps, including wiring, light fixtures and light bulbs.
- j) Fixed Base Operator signs and directories.
- k) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- l) Interior locks.
- m) Hot water heater and refrigeration units.

- n) Common areas to be kept free and clear of debris.
- o) Landscaping
- p) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- q) Interior and exterior fire extinguishers
- r) Telephone system
- s) Internet
- t) Communication and information technology
- u) Graffiti Abatement
- v) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste
- w) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- x) Heating, air condition, ventilation systems and associated controls.

12.2.2 Lessor Responsibilities

- a) Building identification and directory
- b) Exterior perimeter fence and gates

13. **Limitation of Liability and Indemnity**

- 13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.
- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the

Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.

- 13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

- 14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.
- 14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.
- 14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);
- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period;
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period;
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure

is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period;

- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

- 19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or

indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 **Possessory Interest Tax.**

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. **Notices**

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: Skyworks Aviation dba Tradewinds Aviation
2505 Cunningham Avenue
San Jose, CA 95148

Or to such other place as LESSEE may designate by written notice.

21. **Miscellaneous**

21.1 **Waiver**

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions

thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.4 Warranty of Authority

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Lessee's proprietary information is contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information even if marked "CONFIDENTIAL AND PROPRIETARY" without any liability or obligation to Lessee or any third parties.

21.7 Waiver of Jury Trial

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings

Section headings shall not be used in construing this Lease.

21.9 Conflict of Interest

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Lessee Affiliates") to comply, with all applicable (i)

requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.10 Relationship of Parties

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.14 OFAC

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.17 Prevailing Wage

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the

Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.18 Wage Theft Prevention

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

21.18.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

21.18.2 Prior Judgments against Lessee and/or its contractors. BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

21.18.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

21.18.4 Judgments During Term of Lease. If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The

County reserves the right to require Lessee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

- 21.18.5 **County's Right to Withhold Payment.** Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.
- 21.18.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.
- 21.18.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19 Counterparts

This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term "electronic copy of this agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed agreement" means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor's Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.21 Integrated Pest Management Ordinance

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives, will use best efforts to substantially comply with and require any pest

management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.25 Timing

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.27 Recitals and Exhibits

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

22.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and

LEASE AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND SKYWORKS AVIATION DBA TRADEWINDS AVIATION

22.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

LESSEE:

County of Santa Clara, a political subdivision of the State of California

Skyworks Aviation dba Tradewinds Aviation

DocuSigned by: Harry Freitas
HARRY FREITAS
Director, Roads and Airports Department

DocuSigned by: Walter Gyger
Walter Gyger
President/CEO

Date: 12/30/2021

Date: 12/30/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by: Chris Cheleden
Christopher R. Cheleden
Lead Deputy County Counsel

- Attachments
Exhibit A – Premises
Exhibit B – Insurance Requirements



Exhibit A
JWA Leasehold
COUNTY OF SANTA CLARA

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**SANTA CLARA COUNTY AIRPORTS
GENERAL AVIATION
COMMERCIAL SELF-FUELING
PERMIT**



Definition of Commercial Self-Fueling: Fueling of aircraft used in the day-to-day operations of an authorized business on County airport property performed by the business operator in accordance with the Airport's Rules and Regulations, and using fuel obtained by the authorized business from the County

Businesses engaged in Commercial Self-Fueling ("Permittees") shall be required to obtain a Commercial Self-Fueling Permit from the County in order to conduct Commercial Self-Fueling operations.

1. COMMERCIAL SELF-FUELING AUTHORIZATION

Execution of this Permit by the Director of County Airports and Permittee shall duly authorize Permittee to conduct commercial self-fueling relating to aeronautical activity operations at Reid-Hillview Airport in accordance with the terms and conditions specified in this permit. No commercial self-fueling shall take place without a valid commercial self-fueling permit.

2. AUTHORIZED COMMERCIAL SELF-FUELING ACTIVITIES

Permittee may conduct commercial self-fueling operations only on aircraft owned or operated by Permittee at Permittee's assigned aircraft storage space on airport. Permittee shall not sell to, or dispense fuel into, any other aircraft.

3. RESTRICTION ON COMMERCIAL SELF-FUELING ACTIVITIES

The commercial self-fueling activities authorized above shall be subject to the following restrictions:

- A. Permittee shall be permitted to self-fuel only on Permittee's leased property or such non-exclusive public area as the Director may designate.

- B. The dispensing of fuel into aircraft shall be in strict accordance with all Airport Rules and Regulations, as well as all applicable Federal, State, County and City laws, rules and regulations. It shall be the responsibility of Permittee to keep informed of and comply with such laws, rules and regulations at all times.

- C. Permittee's fueling equipment must be parked or positioned on Permittee's leased property.
- D. Permittee's fuel transport vehicle and fueling equipment shall not be parked, staged or stored in a Hangar at any time.
- E. Permittee shall have the sole responsibility to obtain all necessary permits for the use and transport of hazardous materials.
- F. Permittee shall only use the entrance, exit, and haul route designated by the Director during the transportation of fuel onto and off the airport.
- G. During commercial self-fueling, the fueling vehicle shall not obstruct other aircraft or vehicular movements.
- H. Hangared aircraft shall always be positioned outside of hangar during any fueling operation.
- I. During the fueling of an aircraft, the fuel dispensing apparatus and the aircraft must be bonded in accordance with local, state, federal codes, and uniform fire code standards.
- J. Fuel may not be transferred from one vessel to another, except in a location approved by the Airport Director.
- K. Permittee shall ensure that there are no potential sources of fuel ignition within fifty (50) feet of the self-fueling operation.
- L. Fuel transport vehicle is prohibited from parking (staging) within 50 feet of any building.
- M. Permittee shall exercise care to prevent the overflow of fuel, and must have immediately accessible at the fueling site a 20 lb. B:C rated fire extinguisher.
- N. DIRECTOR, in his/her sole discretion may immediately suspend any self-fueling operations for violation of any term or condition of the permit, or if such self-fueling poses a threat to health and safety.
- O. Permittee shall not fuel or de-fuel an aircraft on the airport while the aircraft is in a closed hangar or enclosed space.

Permittee shall ensure:

- (1) Fueling activities cease when lightning discharge occurs within five miles of the airport.
- (2) The aircraft engine is not in operation during re-fueling.
- (3) All aircraft electrical systems, to include magnetos and master switch, are in the "off" position.
- (4) The aircraft's parking brake is set, or at least one aircraft wheel is chocked, or the aircraft is secured to the ground by the two wing tie-down points.

4. MINIMUM EQUIPMENT REQUIREMENTS

- A. Fuel transport and dispensing tanks or containers and associated equipment shall comply with all applicable Federal, State, County and City laws and regulations regarding the transportation and storage of flammable liquids.
- B. Fuel transport and dispensing containers shall not be less than twenty (20) gallon capacity each. Fuel transport containers shall be painted red and clearly marked in accordance with FAA• AC 150/5230-4 or current edition with the type of fuel, i.e. Jet A, and with "Flammable" and "No Smoking" placards placed on the exterior.
- C. All fuel transport containers shall be firmly and mechanically secured to the transport vehicle.
- D. All fuel dispensing or containers shall have a valve mechanism such that water can be drained from the lowest portion of the tank, unless equipped with a glass bowl filter.
- E. Fuel uplift standpipes shall be constructed such that 5% to 10% of the total capacity of each dispensing container cannot be delivered through the dispensing system (5% to 10% unusable sump).
- F. An in-line filtration system utilizing a 5 micron or less gasoline filter element shall be included in the fuel dispensing system.
- G. Cables for bonding the fuel dispensing system, and the aircraft to zero electrical potential shall be provided.
- H. A 20- lb. B:C rated fire extinguisher shall be readily available and

accessible during self-fueling operations.

- I. Fuel dispensing nozzle shall be "over-the-wing" handheld type in which fuel is only delivered through the over wing nozzle by squeezing the handle and trigger. The nozzle must continually be held open by hand through the course of refueling. Once the handle is released, the fuel flow will stop. The fuel nozzle shall not be blocked open or left unattended during self-fueling operations.
- J. Permittee shall maintain an adequate supply of fuel absorbent material readily available to contain a medium-size fuel spill (25 gallons or less) as prescribed by the Airport Authority.
- K. All fueling equipment shall be maintained in a clean, non-leaking condition while on Airport and is subject to inspection at any time by the Director of County Airports or Designee.

5. FUEL PURCHASE

- A. This permit is restricted to fuel Permittee purchases from County.
- B. Permittee shall pay to County a per-gallon fee for each gallon of fuel received.
- C. Permittee acknowledges and agrees that payments are made monthly, and must be received by the first day of the month in which payment is due. Payment received after that date is subject to an additional late payment fee, in the amount set forth in the current *Schedule of Rates and Charges for Santa Clara County Airports*.
- D. Permittee acknowledges that failure to timely pay an amount due by the first of the month may result in loss of fuel access until amount due is paid in full.
- E. All payments shall be made payable to the "County of Santa Clara", in the form of a company check, certified check, money order or wire transfer. Payments made by credit card are subject to a 5% convenience fee. Payments are due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. mail (first class postage prepaid) to the following address, or such other address as designated by County in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- F. A process fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*.
- G. All fees and charges are subject to change based on future changes to the *Schedule of Fees and Charges for Santa Clara County Airports*.

6. USE OF ASSIGNED SPACE AND AIRPORT

In utilizing the Assigned Space and Airport, Permittee shall abide by the following requirements:

- A. Permittee shall not contaminate Airport, the assigned aircraft storage space, or the sub-surface of either, with any Hazardous Material.
- B. Permittee shall immediately notify the 911 Fire Services of any release of Hazardous Materials on Airport or the assigned aircraft storage space, whether or not the release is in quantities that would be reportable to a public agency.
- C. Permittee shall be solely and fully responsible and liable in the event Permittee's commercial self-fueling operations cause or permit Hazardous Materials to be released at Airport or the Assigned Aircraft Storage Space. If any release of Hazardous Materials occurs on the Assigned Aircraft Storage Space or Airport as a result of Permittee's commercial self-fueling operations, Permittee, at Permittee's sole cost and expense, shall remove such Hazardous Materials in accordance with all applicable government regulations. In addition to all other rights and remedies of County, if Permittee does not immediately clean up and remove any such Hazardous Materials release, County may pay to have Hazardous Materials removed and Permittee shall reimburse County any costs incurred by County together with interest at maximum rate allowed by law.
- D. Permittee shall indemnify, defend, and hold County harmless against all loss, damage, liability and expense which County may sustain as a result of the presence or clean-up of Hazardous Materials on the assigned aircraft storage space or Airport caused directly or indirectly by Permittee's commercial self- fueling operations.
- E. Permittee's obligations under this Permit, for clean up and removal of Hazardous Materials releases attributable to Permittee, shall survive the expiration or termination of this agreement.

7. INSURANCE REQUIREMENT

Permittee, at its sole cost and expense and for the full term of this permit or any renewal thereof, shall obtain and maintain at least the minimum insurance requirements as set forth in Attachment "A" attached hereto.

8. INDEMNITY AND WAIVER OF CLAIM

Permittee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with this Permit excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Permittee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the User contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Permittee, as a material part of the consideration to be rendered to County under this permit, hereby waives all claims or causes of action against County, its officers, agents, volunteers, or employees which it may now or hereafter have for damages to goods, wares, merchandise or property in, about or upon the Airport, and for injuries or death to persons in or about said Airport, from any or causes arising at any time, except as may arise from the sole active negligence or sole willful act of misconduct of County, its officers, agents or employees, and notwithstanding that joint, several, or concurrent liability, or principles of comparative negligence, might otherwise impose liability on County.

9. GRANT AGREEMENT CONVENANTS

Permittee acknowledges that the County is subject to Federal Grant Assurance obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the covenants provided by the Federal Aviation Administration, as they may apply to Permittee.

10. TERMINATION AND AMENDMENTS

County may terminate this permit without cause upon 30 days written notice to Permittee. County reserves the right to make amendments to this permit. Upon amendment, Permittee has the option of signing the amended permit or terminating the permit. The County reserves the right to terminate the permit if Permittee fails to agree to the amendment(s) within 10 days notification.

Authorization to conduct commercial self-fueling is issued this 12/30/2021 of

_____, _____
Month Year

Witness the execution of this Permit as of the dates set forth below:

COUNTY:

DocuSigned by:
Harry Freitas
6DC28984CB2D46D...

Title: Director

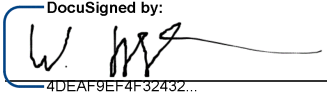
By: Harry Freitas

Date: 12/30/2021

ACCEPTANCE

The undersigned as PERMITTEE hereby agrees, in consideration of this PERMIT, to perform and abide by the terms, conditions, restrictions, and obligations of this PERMIT.

'PERMITTEE' Skyworks Aviation DBA Tradewinds Aviation
Mailing Address 2505 Cunningham Avenue
San Jose, CA 95148
(408) 729-5100
Walt@TradewindsAviation.com

Signature:  _____
4DEAF9EF4F32432...

Date of Acceptance: 12/30/2021

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Chris Cheleden
B179ECE83EEF431...

Christopher R. Cheleden
Lead Deputy County Counsel

Attachments:
Insurance Exhibit

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

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1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

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3. General Liability or Airport Liability coverage shall include:

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- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

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EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

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If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

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E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
ADEWALE DOHERTY, DBA AFS ACCOUNTING & TAX SERVICES**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Adewale Doherty dba AFS Accounting & Tax Services, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 24, San Jose, California, 95148**, San Jose, California, for the purpose of providing Tax Filling Service Business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$450.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:
- County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148
- 3.4 A Security Deposit of **two (2) months rent in the amount of nine hundred dollars (\$900.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Tax Services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building.

On the termination of the License Agreement, Licensee will deliver to County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Adewale Doherty
c/o AFS Accounting & Tax Services
2660 John Montgomery Drive, Suite 24
San Jose, CA 95148
Phone (408) 561-8182
Email wale48d@afs-taxbuster.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Adewale Doherty
dba: AFS Accounting & Tax Services

DocuSigned by:
Harry Freitas 1/5/2022
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Adewale Doherty 1/5/2022
D33510ACEB7E4E2
By: Adewale doherty Date
Name: Owner
Title

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B479ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

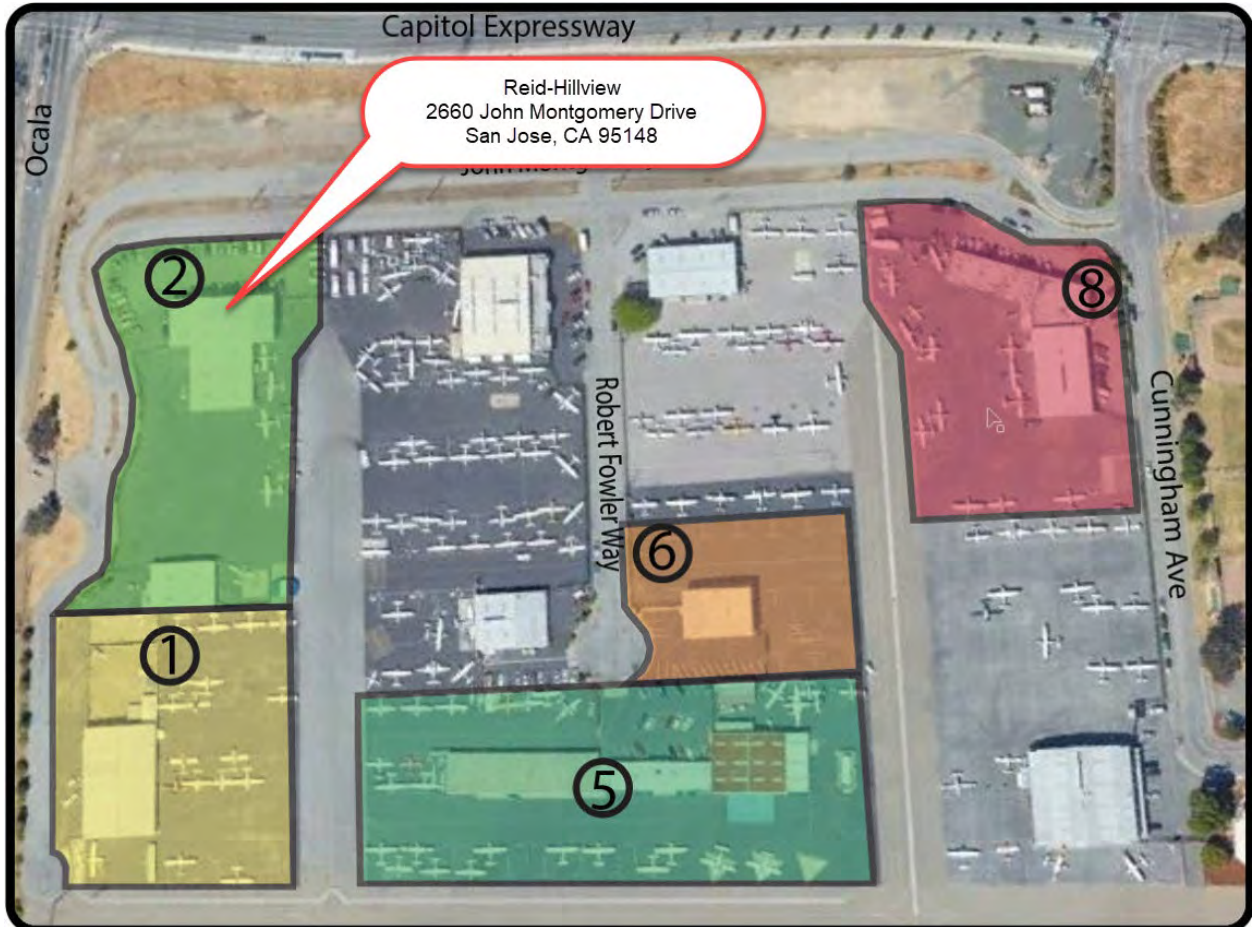


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: F2862FFE-FB68-4117-A6AF-DA8301C77434

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name AFS Accounting & Tax Services

Doing Business As: _____

Address (Main Office) 2660 John Montgomery Dr., Ste 24, San Jose, CA 95148

Number Street Name City Zip

State Corp. No. none Year 2001
Established _____

Federal Tax ID# 502626319 # of Employee 1

Type of Business Accounting Service Website none

Contact Person Wale Doherty owner Title Operating Manager

Phone # 408/ 923-7712 Alt Phone 408/561-8182 Email wale48d@afs-taxbuster.com

******Will you be parking an aircraft at Reid-Hillview Airport? Yes* No**

***If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.**

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

LICENSEE BILLINGS INFORMATION

Name/Company: AFS Accounting & Tax Services

BILLING ADDRESS

Street Address: 2660 John Montgomery Dr., Ste. 24

City, State, Zip: San Jose, CA 95148

Cell Phone: 408/ 561-8182 Alt Phone: 408/ 923-7712

Email Address: wale48@afs-taxbuster.com

Billing Contact: wale Doherty

MAILING ADDRESS

Street Address: 2660 John Montgomery Dr., Ste. 24

City, State, Zip: San Jose, CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: TJ

Phone: 408/ 386-4552

Alt Phone: 408/ 674-2859

Email: waledoh4819@gmail

Rental Site Address 2660 John Montgomery Dr., Ste 24
San Jose
San Jose CA 95148

Purpose of Business and Type of Service Provided Financial services accounting & tax



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: F2862FFE-FB68-4117-A6AF-DA8301C77434

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model MBZ S320 Lic. Plate St. & No. 3sv1381

Make & Model Chevrolet Trail Blazer Lic. Plate St. & No. 5jma296

Make & Model Jaguar S-Tpye Lic. Plate St. & No. 6pzv326

Make & Model Lic. Plate St. & No.

Make & Model Lic. Plate St. & No.

Make & Model Lic. Plate St. & No.

Make & Model Lic. Plate St. & No.

Make & Model Lic. Plate St. & No.

Make & Model Lic. Plate St. & No.

Make & Model Lic. Plate St. & No.

Make & Model Lic. Plate St. & No.

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by: Adewale Doherty 12/13/2021 C3DBEDC267F84E7 Adewale Doherty

owner Your Title

**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
AMC TAX SERVICES AND ASSOCIATES, LLC.**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and AMC Tax Services and Associates, LLC., a California limited liability corporation (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite 77, C1, and 23, San Jose, California, 95148**, San Jose, California, for the purpose of providing accounting service business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$2,850.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of five thousand seven hundred dollars (\$5,700.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **providing accounting services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 Parking:

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

AMC Tax Services and Associates, LLC
2635 Cunningham Avenue, Suite 23
San Jose, CA 95148
Phone (408) 595-4151
Email calderette.personal@gmail.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

22. FAA Assurance

Should Licensee provide any service to the public, including subleasing, at the airport, Licensee shall:

- 23.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and
- 23.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

AMC Tax Services and Associates, LLC., a California limited liability corporation

DocuSigned by:
Harry Freitas 1/4/2022
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Claudete Alderette 1/4/2022
40FC7497D99A480...
By: Claudete Alderette Date
Name: _____
Title ceo _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

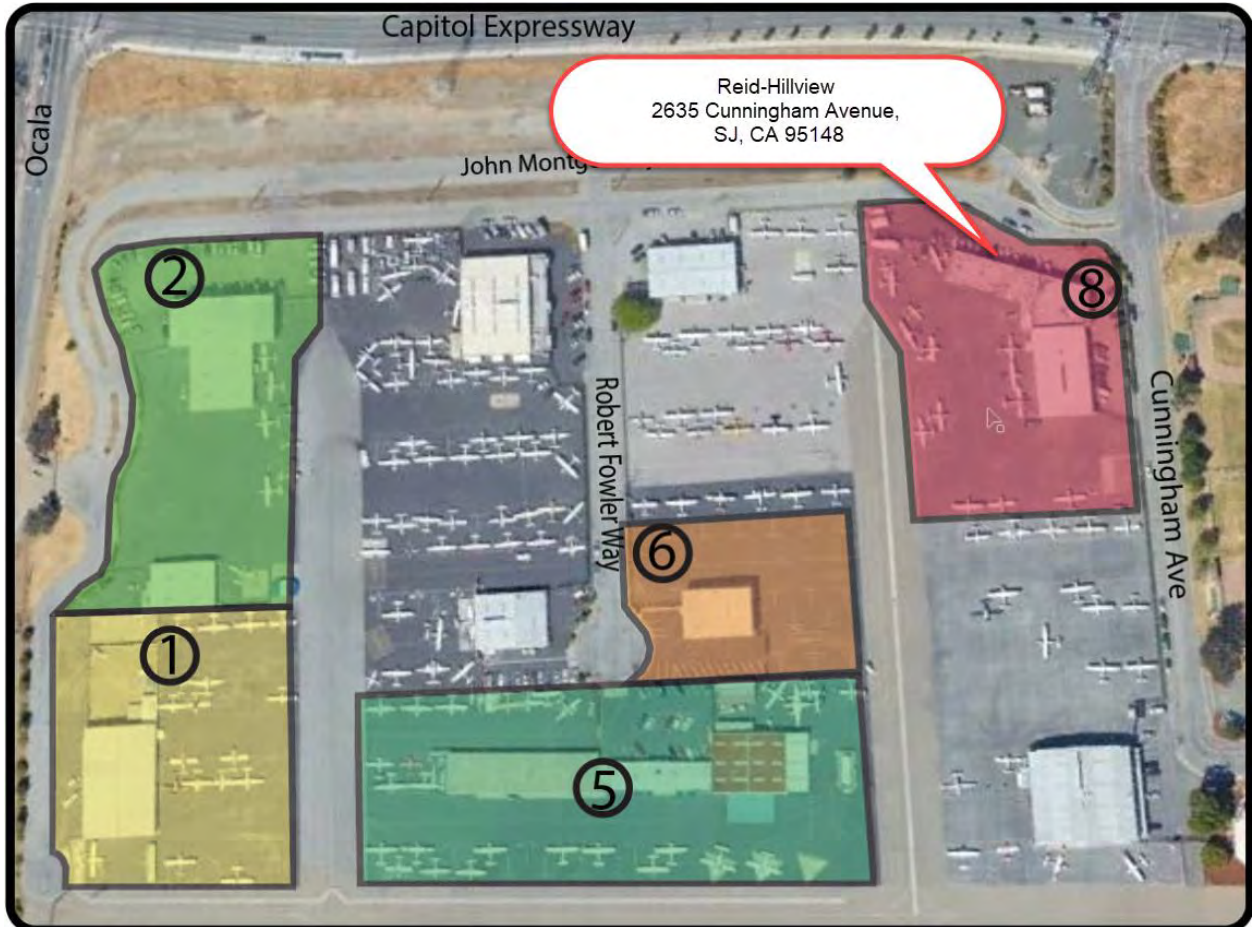


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Amc Tax Services and Associates LLC

Doing Business As: Amc Tax Services

Address (Main Office) 2635 Cunningham av, suite 23, San Jose Ca 95148

State Corp. No. 201627910299 Year 2016
Established

Federal Tax ID# 83-1665775 # of Employee 4

Type of Business accounting Website www.amctaxservices.com

Contact Person CLAUDETE ALDERETTE Title CEO

Phone # 408-595-4151 Alt Phone 408-258-2200 Email calderette.personal@gmail.com

***Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____



LICENSEE BILLINGS INFORMATION

Name/Company: Amc Tax Services and Associates LLC

BILLING ADDRESS

Street Address: 2635 Cunningham Av, Suite 23

City, State, Zip: San Jose Ca 95148

Cell Phone: 408-595-4151 Alt Phone: 408-258-2200

Email Address: calderette.personal@gmail.com

Billing Contact: Claudia Alderette

MAILING ADDRESS

Street Address: 2635 Cunningham av suite 23

City, State, Zip: San Jose, Ca 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Claudete Alderette

Phone 408-595-4151

Alt Phone 408-258-2200

Email calderette.personal@gmail.com

Rental Site Address suite 77-c1-23
San Jose Ca 95148
San Jose CA 95148

Purpose of Business and Type of Service Provided accounting, financial Advice, personal Taxes and business Taxes.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.



Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

DocuSign Envelope ID: AC6A8D82-F871-4721-881F-A19D21BC85FA

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Toyoya TerceI Lic. Plate St. & No. 3NDC308

Make & Model MERCEDES 300 Lic. Plate St. & No. 8GZH931

Make & Model JEPP Lic. Plate St. & No. 4NQU552

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

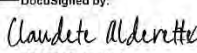
Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
 3/2022
5751680C40C6487
Claudete Alderette

GEO
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
AMOR Y SERVICIO U.S.A., INC, DBA VIDA NEUVA OF SAN JOSE**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and AMOR Y SERVICIO, USA, INC. a California nonprofit corporation, dba Vida Nueva of San Jose, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, San Jose, Suite B, California, 95148**, San Jose, California, for the purpose of operating as a nonprofit substance abuse counseling and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1500.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:
- County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148
- 3.4 A Security Deposit of **two (2) months rent in the amount of one three thousand three dollars (\$3,000.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Nonprofit substance abuse counseling**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.9 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

- 13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first-class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

AMOR Y SERVICIO U.S.A., INC
dba Vida Nueva of San Jose
1783 Wickham Avenue
San Jose, CA 95132
Phone (408) 752-6358 or 408-214-4479
Email sonidoscorpion@hotmail.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Amor Y Servicio, USA, Inc.
a California nonprofit corporation
dba: Vida Neuva of San Jose

DocuSigned by:
Harry Freitas 12/28/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
J. Rosario 12/27/2021
33A505E6A9A942D...
By: Jose R. Mendoza Date
Name: Treasurer
Title:

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B179ECE83EEE431
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

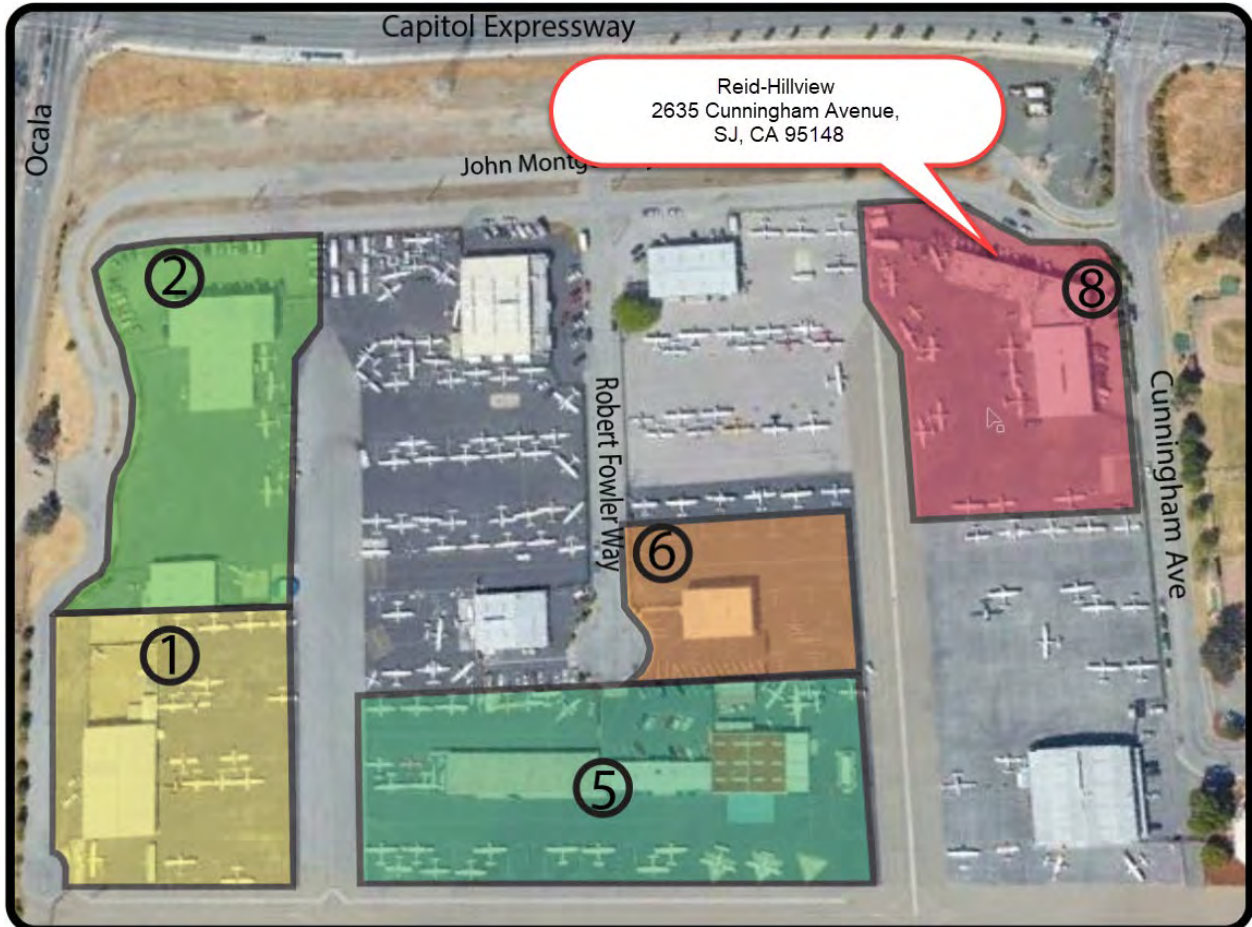


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance-- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

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LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name vida nueva
Doing Business As: today
Address (Main Office) 2635 cunningham ave
Number Street Name City Zip
State Corp. No. C4548854 Year Established 2015
Federal Tax ID# 0501004 # of Employee no
Type of Business non profit organization Website no
Contact Person jose rosario mendoza Title treasurer
Phone # 4087526358 Alt Phone 4089214479 Email sonidoscorpion@hotmail.com

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____

 - 2) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____
-

DocuSign Envelope ID: DEF94CE5-FD88-414E-8E3E-24A474277710

LICENSEE BILLINGS INFORMATION

Name/Company: vida nueva

BILLING ADDRESS

Street Address: 2635 Cunningham ave

City, State, Zip: San Jose ca 95148

Cell Phone: 4087526358 Alt Phone: 4089214479

Email Address: Sonidoscorpion@hotmail.com

Billing Contact: 1783 wickham ave San Jose ca 951322635 Cunningham ave suit b

MAILING ADDRESS

Street Address: 1783 wickham ave

City, State, Zip: San Jose ca 95132

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Jesus b

Phone: 4089214479

Alt Phone: 4087526358

Email: Sonidoscorpion@hotmail.com

Rental Site Address: 2635 Cunningham ave
Suite b
San Jose CA 95148

Purpose of Business and Type of Service Provided: Non profit Organization to help men and women get out of the alcohol drugs emotional problems etc.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.



Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



AMOR Y SERVICIO USA INC
GENERAL SERVICES
2 El Cerrito Ave, Unit 8 San Mateo Ca 94402
P.O BOX 5524 Redwood City CA 94063-5524

To whom it may concern,

This letter is to report that our affiliated group **Vida nueva Of San Jose** with the register number 0501004 are member of AMOR Y SERVICIO U.S.A. INC. under the Secretary Of State. **License number C4548854**, we are currently active, we are a Non-Profit Organization.

We are a self-help group that uses the 12 steps Program of Recovery and Maintenance to stay sober from Alcohol, Drugs and Behavior conducts. Examples: Depression, sex addiction, food addiction, Domestic Violence, Gambling, etc. We do not charge any fees, we fully self-supporting and We are a non-profit organization.

All of our services are free; we have Volunteers that help by transmitting their Experiences, Strengths and Hopes. With the goal of Resolving our common problems and helping others successfully find treatment in their life.

Thanks to the contributions given by our members to our communities many families have a better quality of life and many men and women are better citizens among us.

We appreciate your attention and time in reading our letter.

If you have any questions or concerns please contact me.

Francisco Martinez/corporate President
Amor y servicio USA Inc.
Web: www.amoryserviciousoa.org
Tel: 650 630 5726
Email: martinezfran532@icloud.com

**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
PHOEBE A. PEASLEY, DBA AVIATION OXEGEN ETC.**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Phoebe A. Peasley, dba Aviation Oxygen Etc., (“Licensee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite A, San Jose, California, 95148**, San Jose, California, for the purpose of selling pilot supplies and aircraft parts business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1,000.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of two thousand dollars (\$2,000.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **providing pilot supplies and aircraft parts sales**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Phoebe A. Peasley
dba Aviation Oxygen Etc.
2635 Cunningham Avenue, Suite A
San Jose, CA 95148
Phone (408) 877-634-4744
Email info@aviationoxygen.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Phoebe Peasley
dba Aviation Oxygen Etc.

DocuSigned by:
Harry Freitas
6DC28984CB2D46D...

Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Phoebe Peasley 12/31/2021
4BD94428A8624CD...
By: _____ Date
Name: Phoebe Peasley
Title Proprietor

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B179ECE83EEE431

Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

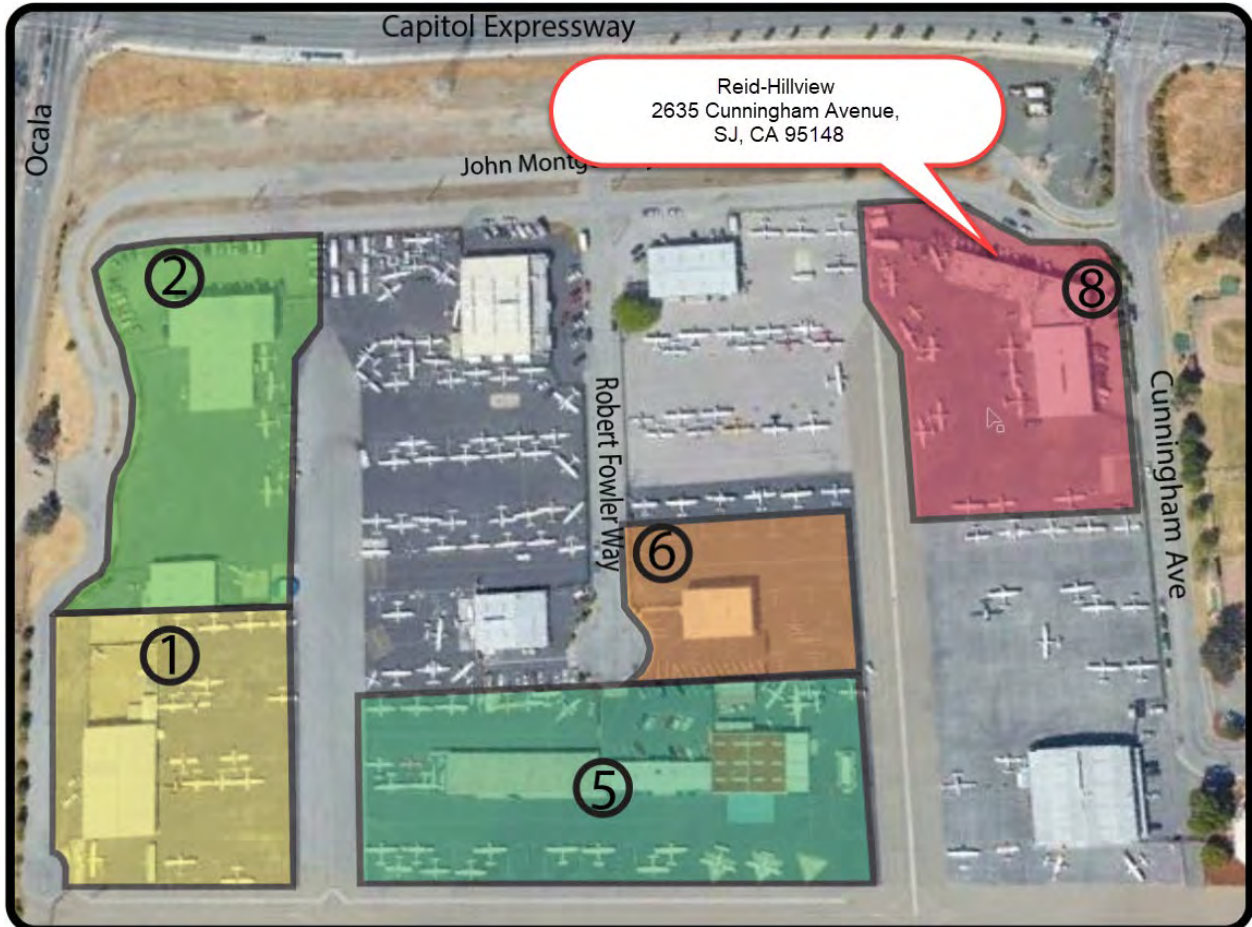


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: 86BC1E5E-A60C-4BF0-8127-B5AB24D7A62A

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name THE AIRPORT SHOPPE

Doing Business As: AVIATION OXYGEN ETC

Address (Main Office) 2635 CUNNINGHAM AVE STE A - SAN JOSE CA 95148

Number Street Name City Zip

State Corp. No. NOT INCORPORATED Year 1981
Established

Federal Tax ID# 50-0017325 # of Employee 2

Type of Business RETAIL PILOT SUPPLIES Website INFO@AVIATIONOXYGEN.COM

Contact Person PHOEBE PEASLEY Title SOLE PROPRIETOR

Phone # 4089232625 Alt Phone 4086563373 Email INFO@AVIATIONOXYGEN.COM

***Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** N/A
- Street Address: _____
- City, State, Zip: _____
- Cell Phone: _____ Alt Phone: _____
- Email Address: _____
- 2) **Additional Owner Name:** _____
- Street Address: _____
- City, State, Zip: _____
- Cell Phone: _____ Alt Phone: _____
- Email Address: _____

LICENSEE BILLINGS INFORMATION

Name/Company: AVIATION OXYGEN ETC

BILLING ADDRESS

Street Address: 2635 CUNNINGHAM AVE STE A

City, State, Zip: SAN JOSE CA 95148

Cell Phone: 4089232625 Alt Phone: 4086563373

Email Address: INFO@AVIATIONOXYGEN.COM

Billing Contact: PHOEBE PEASLEY

MAILING ADDRESS

Street Address: 2635 CUNNINGHAM AVE STE A

City, State, Zip: SAN JOSE CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: MARILU SAPIEN

Phone: 408.768-0971

Alt Phone: N/A

Email: N/A

Rental Site Address: N/A
N/A
San Jose CA 95148

Purpose of Business and Type of Service Provided: RETAIL PILOT SUPPLIES



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

DocuSign Envelope ID: 86BC1E5E-A60C-4BF0-8127-B5AB24D7A62A

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model LEXUS 250 Lic. Plate St. & No. 6KUU294

Make & Model MERZ E450 Lic. Plate St. & No. 8PTW745

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Phoebe Peasley 12/8/2021
F763E7BD59AE4AD...
Phoebe Peasley

PROPRIETOR
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
BEACON PROPERTY MANAGEMENT, LLC DBA ABORN PROPERTIES**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Beacon Property Management, LLC, a California limited liability corporation, dba Aborn Properties, (“Licensee”) effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive Suite 1 & 2, San Jose, California, 95148**, San Jose, California, for the purpose of operating a real estate service business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1,000.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousand dollars (\$2,000.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Real Estate Services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Beacon Property Management, LLC
dba Aborn Properties
2660 John Montgomery Drive, Suite 1
San Jose, CA 95148
Phone (408) 272-4100
Email accounting@abornproperties.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint ventures, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Beacon Property Management, LLC
a California limited liability corporation
dba Aborn Properties

DocuSigned by:
Harry Freitas 1/3/2022
6DC28984CB2D46D

Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Joi Walker 1/3/2022
0DACDECFCF5649E...
By: _____ Date
Name: Joi walker
Title Operations Manager

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Chris Cheleden
B179ECE83FFF431...

Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

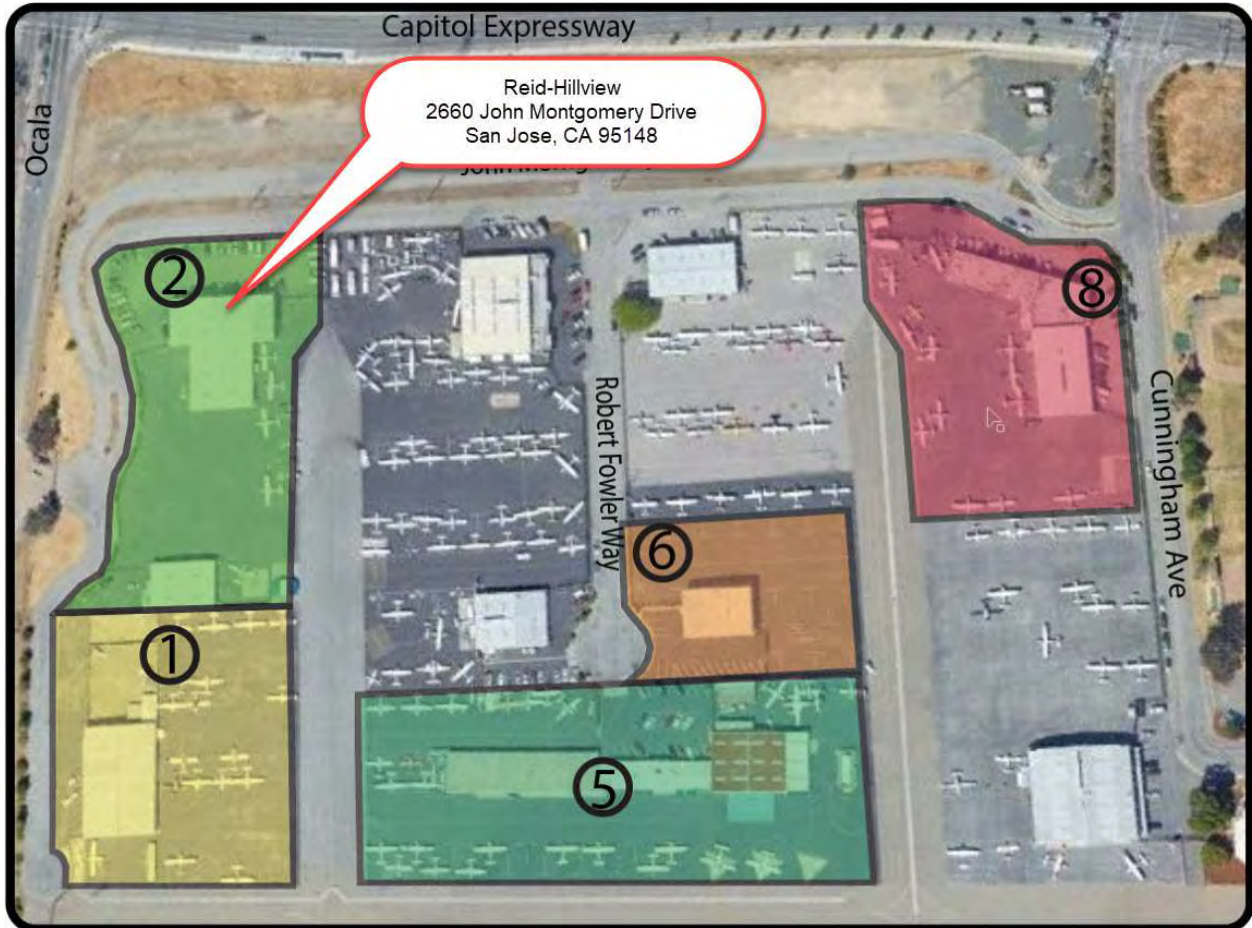


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C LICENSEE INFORMATION

DocuSign Envelope ID: 9591AE84-43D1-4BE5-8483-979ABBD71D8D

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Beacon Property Management

Doing Business As: Aborn Properties

Address (Main Office) 2660 John Montgomery Drive Suite # 1 & 2 San Jose, CA 95148
Number Street Name City Zip

State Corp. No. C21945880 Year Established 2000

Federal Tax ID# 263050534 # of Employee 4

Type of Business Real Estate Website abornproperties.com

Contact Person Joi Walker Title Managing Director

Phone # 4082724100 Alt Phone 4082722095 Email joi@abornproperties.com

***Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
 Street Address: _____
 City, State, Zip: _____
 Cell Phone: _____ Alt Phone: _____
 Email Address: _____
- 2) **Additional Owner Name:** _____
 Street Address: _____
 City, State, Zip: _____
 Cell Phone: _____ Alt Phone: _____
 Email Address: _____



DocuSign Envelope ID: 9591AE84-43D1-4BE5-8483-979ABBD71D8D

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Acura 3.5 RL Lic. Plate St. & No. GLZ2482

Make & Model Chrysler Sebring Lic. Plate St. & No. 6HVC905

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
 12/7/2021
10EC327A417C4CE...
Roy Kellett

Broker Associate
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
BOSS ELECTRIC, INC.**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Boss Electric, Inc., a California Corporation, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite E, San Jose, California, 95148**, San Jose, California, for the purpose of providing Electrical Service business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1250.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of two thousand five hundred dollars (\$2,500.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Electrical Contractor Service**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Boss Electric, Inc.
355 Pine Ridge Way
San Jose, CA 95127
Phone (408) 747-9892
Email jjordan@bosselectricsj.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Boss Electric, Inc.
A California Corporation

DocuSigned by:
Harry Freitas 12/29/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
John Jordan 12/28/2021
45B83B88BD033404...
By: John Jordan Date
Name: _____
Title General Manager-Owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

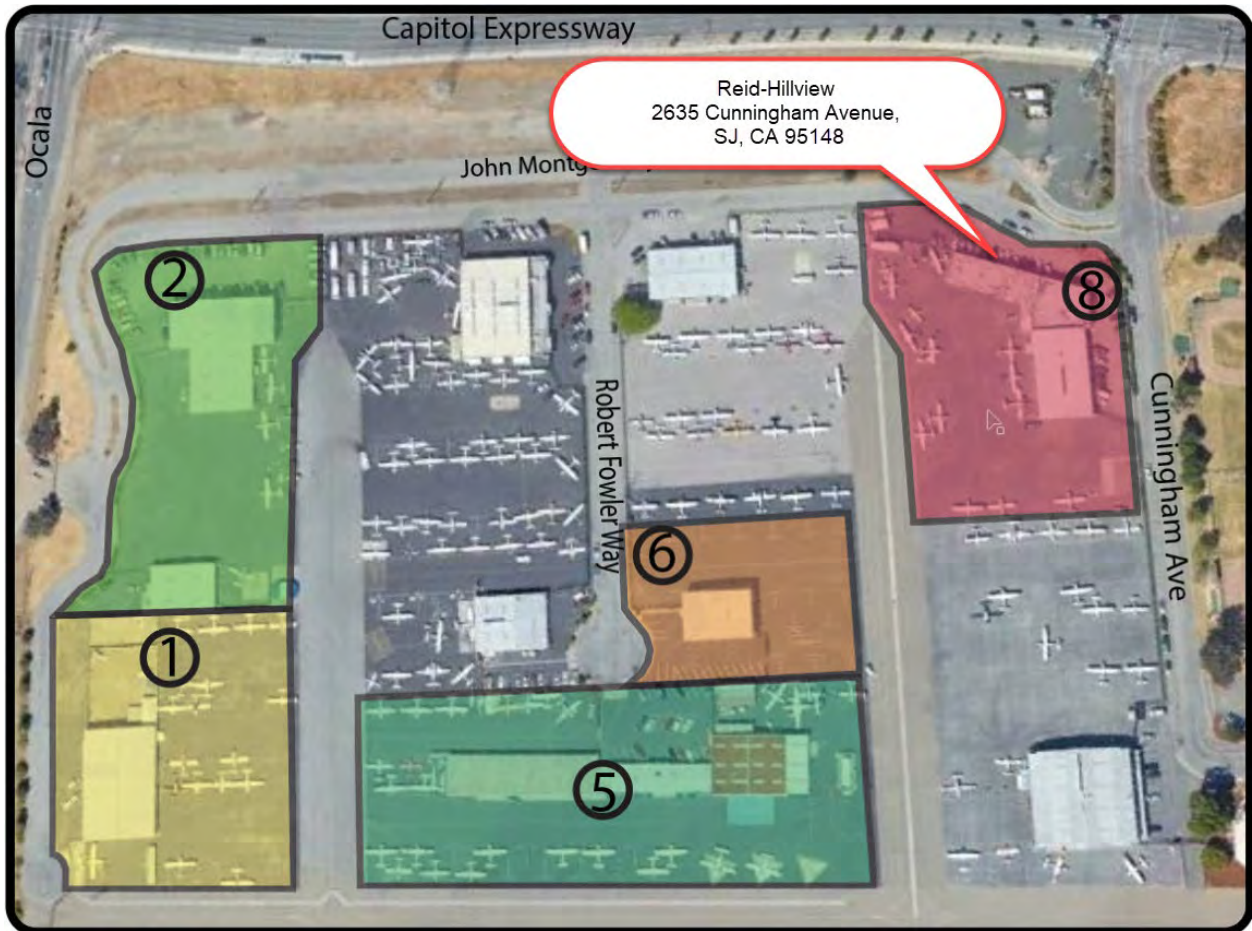


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSE INFORMATION

DocuSign Envelope ID: C21E6924-45E6-479A-BF27-5C14DCD1AF23

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name BOSS Electric, Inc
Doing Business As: _____
Address (Main Office) 2635 Cunningham Ave. STE E San Jose, CA 95148
Number Street Name City Zip
State Corp. No. 1018728 Established Year 2016
Federal Tax ID# 81-2657875 # of Employee 14
Type of Business Electrical Contractor Website bosselectricsj.com
Contact Person John Jordan Title General Manager
Phone # (408) 747-9892 Alt Phone 4086497719 Email jjordan@bosselectricsj.com

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____

2) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____

DocuSign Envelope ID: C21E6924-45E6-479A-BF27-5C14DCD1AF23

LICENSEE BILLINGS INFORMATION

Name/Company: BOSS Electric, Inc

BILLING ADDRESS

Street Address: 3555 Pine Ridge way

City, State, Zip: San Jose, CA 95127

Cell Phone: (408) 747-9892 Alt Phone: 4086497719

Email Address: jjordan@bosselectricsj.com

Billing Contact: John Jordan

MAILING ADDRESS

Street Address: 3555 Pine Ridge way

City, State, Zip: San Jose, CA 95127

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Julianna Silva

Phone (408) 649-7719

Alt Phone (650) 285-8193

Email jsilva@bosselectricsj.com

Rental Site Address STE. E
2635 Cunningham Ave.
San Jose CA 95148

Purpose of Business and Type of Service Provided Electrical Contractors - Low voltage installation.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

DocuSign Envelope ID: C21E6924-45E6-479A-BF27-5C14DCD1AF23

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Chevy Silverado Lic. Plate St. & No. AW13S17

Make & Model Ford Escape Lic. Plate St. & No. 7NZC543

Make & Model Toyota Camry Lic. Plate St. & No. 7VHY587

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
John Jordan 12/9/2021
CDFBFFDC4E014BE...
John Jordan

General Manager
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
DESTINY ROSE GOMEZ, DBA DESTINY ROSE INSURANCE SERVICES**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Destiny Rose Gomez, dba Destiny Rose Insurance Services, (“Licensee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite F, San Jose, California, 95148**, San Jose, California, for the purpose of operating an insurance agency business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$650.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousand three hundred dollars (\$1,300.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Auto, Home, and Aviation Insurance**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 Parking:

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Destiny Rose Gomez
dba Destiny Rose Insurance Services
2635 Cunningham Avenue, Suite F
San Jose, CA 95148
Phone (408) 828-3309
Email destinyrosegomez@yahoo.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Destiny Rose Gomez
Dba: Destiny Rose Insurance Services

DocuSigned by:
Harry Freitas 12/29/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Destiny Rose Gomez 12/29/2021
6042B78E00DE4AF...
By: _____ Date
Name: Destiny Rose Gomez
Title Owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

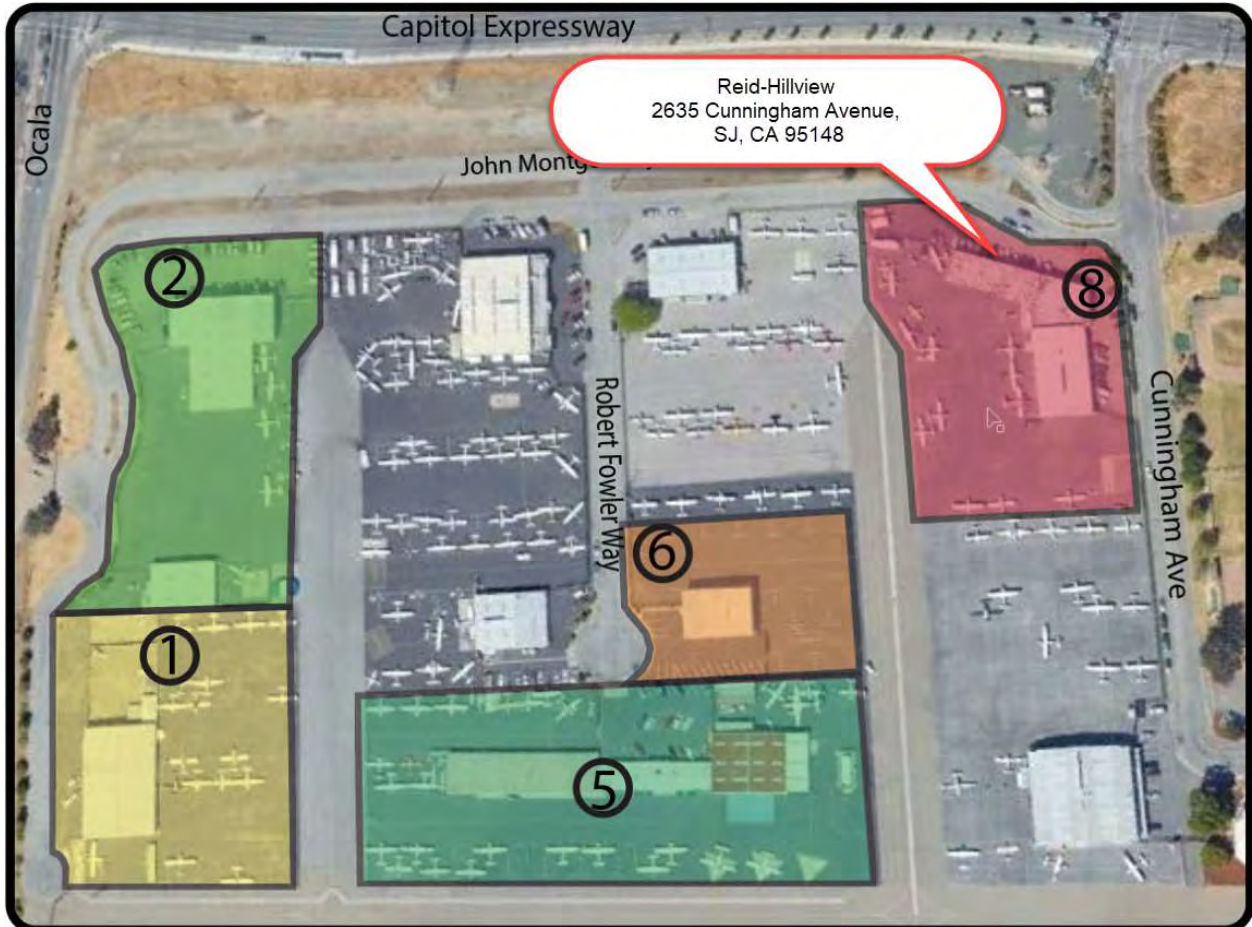


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C LICENSEE INFORMATION

DocuSign Envelope ID: CAA1098F-5177-4C58-9220-7830CCD2D351

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Destiny Rose Insurance Services

Doing Business As: _____

Address (Main Office) 2635 Cunningham Avenue Suite F, San Jose Ca 95148
Number Street Name City State Zip

State Corp. No. n/a Year Established 2014

Federal Tax ID# . # of Employee 2

Type of Business Insurance Website destinyroseinsurance.com

Contact Person Destiny Rose Gomez Title Owner

Phone # 408-828-3309 Alt Phone 408-254-4000 Email destinyrosegomez@yahoo.com or agent@

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

DocuSign Envelope ID: CAA1098F-5177-4C58-9220-7830CCD2D351

LICENSEE BILLINGS INFORMATION

Name/Company: Destiny Gomez

BILLING ADDRESS

Street Address: 2635 Cunningham Avenue Suite F

City, State, Zip: San Jose

Cell Phone: 408-828-3309 Alt Phone: 408-254-4000

Email Address: Agent@destinyroseinsurance.com OR destinyrosegomez@yahoo.com

Billing Contact: Destiny Gomez

MAILING ADDRESS

Street Address: 2635 Cunningham Avenue Suite F

City, State, Zip: San Jose CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Blake Kubota

Phone: 408-605-8548

Alt Phone: 408-605-8548

Email: blakekubota@gmail.com

Rental Site Address 2635 Cunningham Avenue Suite F
San Jose
San Jose CA 95148

Purpose of Business and Type of Service Provided I am an insurance agency providing auto, home and aviation Insurance.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: CAA1098F-5177-4C58-9220-7830CCD2D351

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model 2017 Lexus Lic. Plate St. & No. 8bws295

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Destiny Rose Gomez 2/2/2021
9601C3803D6D4AD
Destiny Rose Gomez

Owner
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
LAWAN H. AHMED, DBA L/B TAX SERVICE**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Lawan H. Ahmed, dba L/B Tax Service, (“Licensee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 26, San Jose, California, 95148**, San Jose, California, for the purpose of providing Tax Filing Service Business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$400.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of eight hundred dollars (\$800.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Tax Services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

L/B Tax Service
2660 John Montgomery Drive, Suite 26
San Jose, CA 95148
Phone (408) 667-7470
Email ahmedl@sbcglobal.net

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Lawan H. Ahmed
dba: L/B Tax Service

DocuSigned by:
Harry Freitas 12/28/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Lawan H Ahmed 12/22/2021
1C42A0B16D6A4B3
By: _____ Date
Name: Lawan H Ahmed
Title OWNER

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B478ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

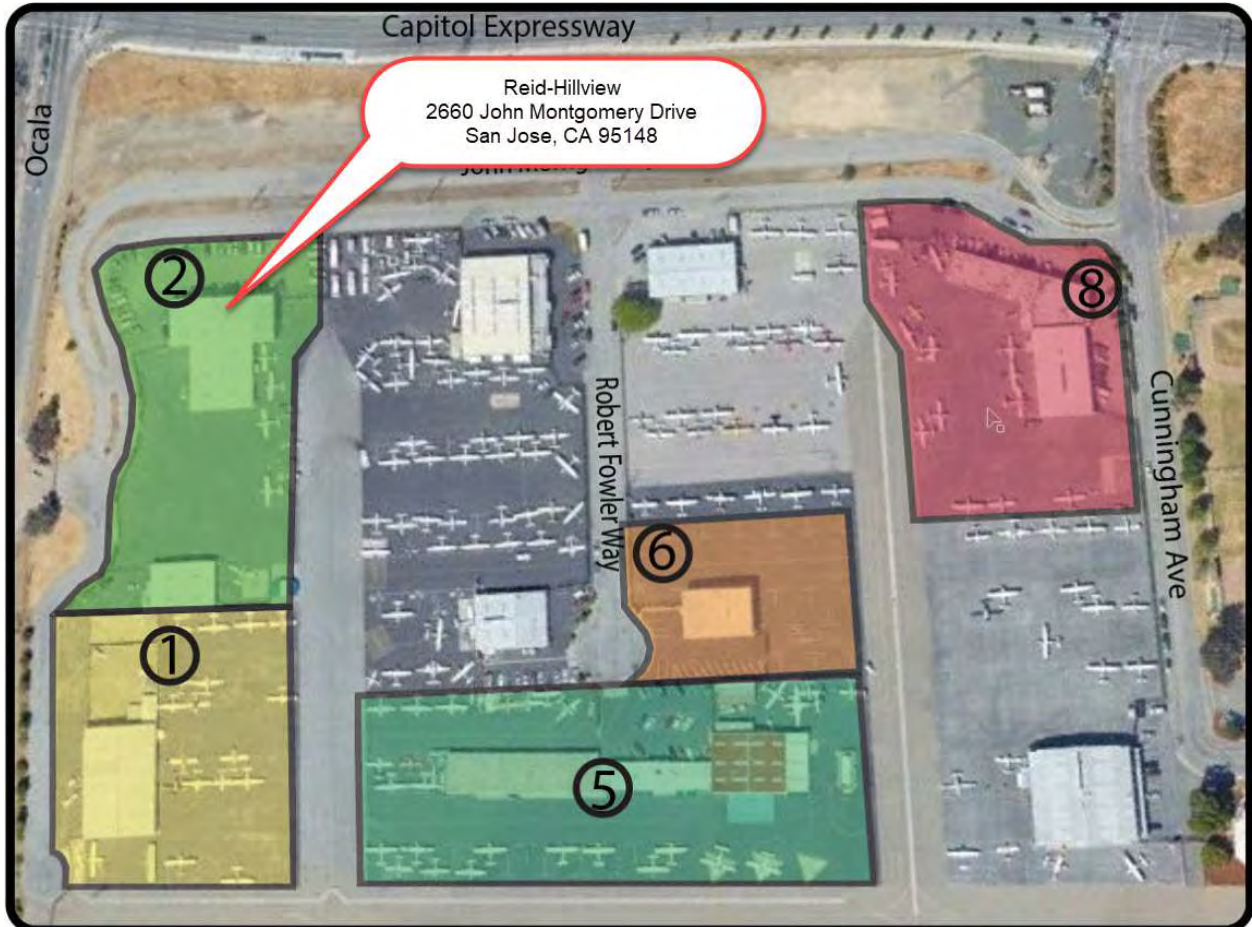


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C LICENSE INFORMATION

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LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name L / B TAX SERVICE

Doing Business As: L / B TAX SERVICE

Address (Main Office) 2660 JOHN MONTGOMERY DR SUITE 26 SAN JOSE CA 95148-1005
Number Street Name City State Zip

State Corp. No. N / A Year Established N / A

Federal Tax ID# N / A # of Employee 2

Type of Business TAX SERVICE Website N / A

Contact Person LAWAN H AHMED Title OWNER N / A

Phone # 408-667-7470 Alt Phone 408-929-4555 Email AHMEDL@SBCGLOBAL.NET

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** N / A

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____



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LICENSEE BILLINGS INFORMATION

Name/Company: N / A

BILLING ADDRESS

Street Address: N / A

City, State, Zip: N / A

Cell Phone: N / A Alt Phone: N / A

Email Address: N / A

Billing Contact: N / A N / A

MAILING ADDRESS

Street Address: N / A

City, State, Zip: N / A

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: BELINDA G AHMED

Phone 408-667-7470

Alt Phone N / A

Email BELINDA.AHMEDI@GMAIL.COM

Rental Site Address 2660 JOHN MONTGOMERY DR STE 26

 SAN JOSE CA 95148-1005

 San Jose CA 95148

Purpose of Business TAX SERVICE
and Type of Service
Provided



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

DocuSign Envelope ID: C9B9758B-41CD-4B5B-98D4-CBA517E12195

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model JAGUAR S-TYPE GREY Lic. Plate St. & No. 4TTX982, CA

Make & Model FORD E350 VAN BLUE Lic. Plate St. & No. 8BRG992

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
LAWAN AHMED 12/2/2021
7432D37E8FD14AB...
LAWAN AHMED

OWNER
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
AMRIK JUDGE, DBA MEEKA STUDIO**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Amrik Judge, dba Meeka Studio, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite D2, San Jose, California, 95148**, San Jose, California, for the purpose of operating a photography and video photography business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$250.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of five hundred dollars (\$500.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Photography and Video Photography**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Amrik Judge
dba Meeka Studio
2635 Cunningham Avenue, Suite D2
San Jose, CA 95148
Phone (408) 313-1406
Email meeka408@yahoo.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Amrik Judge
dba: Meeka Studio

DocuSigned by:
Harry Freitas 12/23/2021
6DC28984CB2D46D

Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Amrik Judge 12/23/2021
By FEEDA25ACAEC4CA...

Name: Amrik Judge Date
Title: Owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83FFF431...

Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

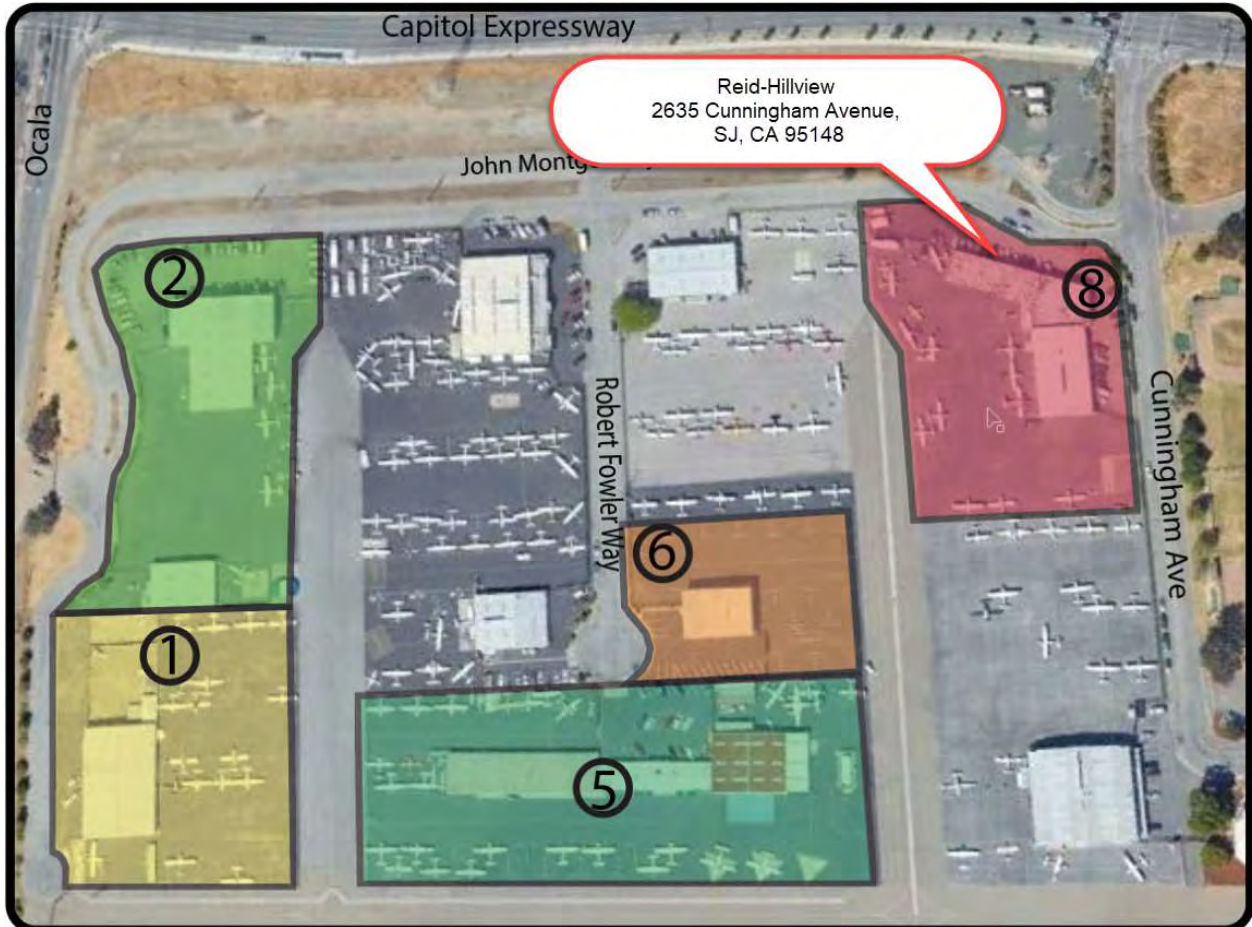


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: CAD13122-0397-4658-9753-D083724855AD

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Meeka Studio

Doing Business As: _____

Address (Main Office) 2635 Cunningham Ave D2, San Jose, CA 95148

Number Street Name City Zip

State Corp. No. N/A Year Established 2010

Federal Tax ID# N/A # of Employee 0

Type of Business Photography and Videography Website meekastudio.com

Contact Person Amrik Judge Title Owner

Phone # 4083131406 Alt Phone 4084996668 Email meeka408@yahoo.com

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
- Street Address: _____
- City, State, Zip: _____
- Cell Phone: _____ Alt Phone: _____
- Email Address: _____
- 2) **Additional Owner Name:** _____
- Street Address: _____
- City, State, Zip: _____
- Cell Phone: _____ Alt Phone: _____
- Email Address: _____

DocuSign Envelope ID: CAD13122-0397-4658-9753-D083724855AD

LICENSEE BILLINGS INFORMATION

Name/Company: Meeka Studio

BILLING ADDRESS

Street Address: 3003 Pitner Ct.

City, State, Zip: San Jose, CA 95148

Cell Phone: 4083131406 Alt Phone: 4084996668

Email Address: meeka408@yahoo.com

Billing Contact: Amrik Judge

MAILING ADDRESS

Street Address: 3003 Pitner Ct.

City, State, Zip: San Jose, CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Justin Judge

Phone 4084996668

Alt Phone 4083091444

Email justinsjudge@gmail.com

Rental Site Address D2
2635 Cunningham Ave D2
San Jose CA 95148

Purpose of Business and Type of Service Provided Photography, Videography, Live Streaming, Photo Printing, & Album Printing.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

DocuSign Envelope ID: CAD13122-0397-4658-9753-D083724855AD

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Honda Pilot Lic. Plate St. & No. 6MNZ120

Make & Model Mercury Grand Marquis Lic. Plate St. & No. 8XUW296

Make & Model Toyota Prius Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Amrik Judge 12/15/2021
Amrik Judge

Owner
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
MINH NGUYEN, DBA BJ HOME APPLIANCE REPAIRS**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Minh Nguyen, dba BJ Home Appliance Repairs, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 23, San Jose, California, 95148**, San Jose, California, for the purpose of providing Residential and Commercial Appliance Repairs Business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$568.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousand one hundred thirty six dollars (\$1,136.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Residential and Commercial Appliance Repairs**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building.

On the termination of the License Agreement, Licensee will deliver to County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Minh Nguyen
c/o BJ Home Appliance Repairs
2660 John Montgomery Drive, Suite 22
San Jose, CA 95148
Phone (408) 332-6444
Email tylerqng1@gmail.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Minh Nguyen
dba: BJ Home Appliance Repairs

DocuSigned by:
Harry Freitas 1/3/2022
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Minh nguyen 1/3/2022
1852CB4C01A547E...
By: Minh nguyen Date
Name: owner
Title

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B479ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

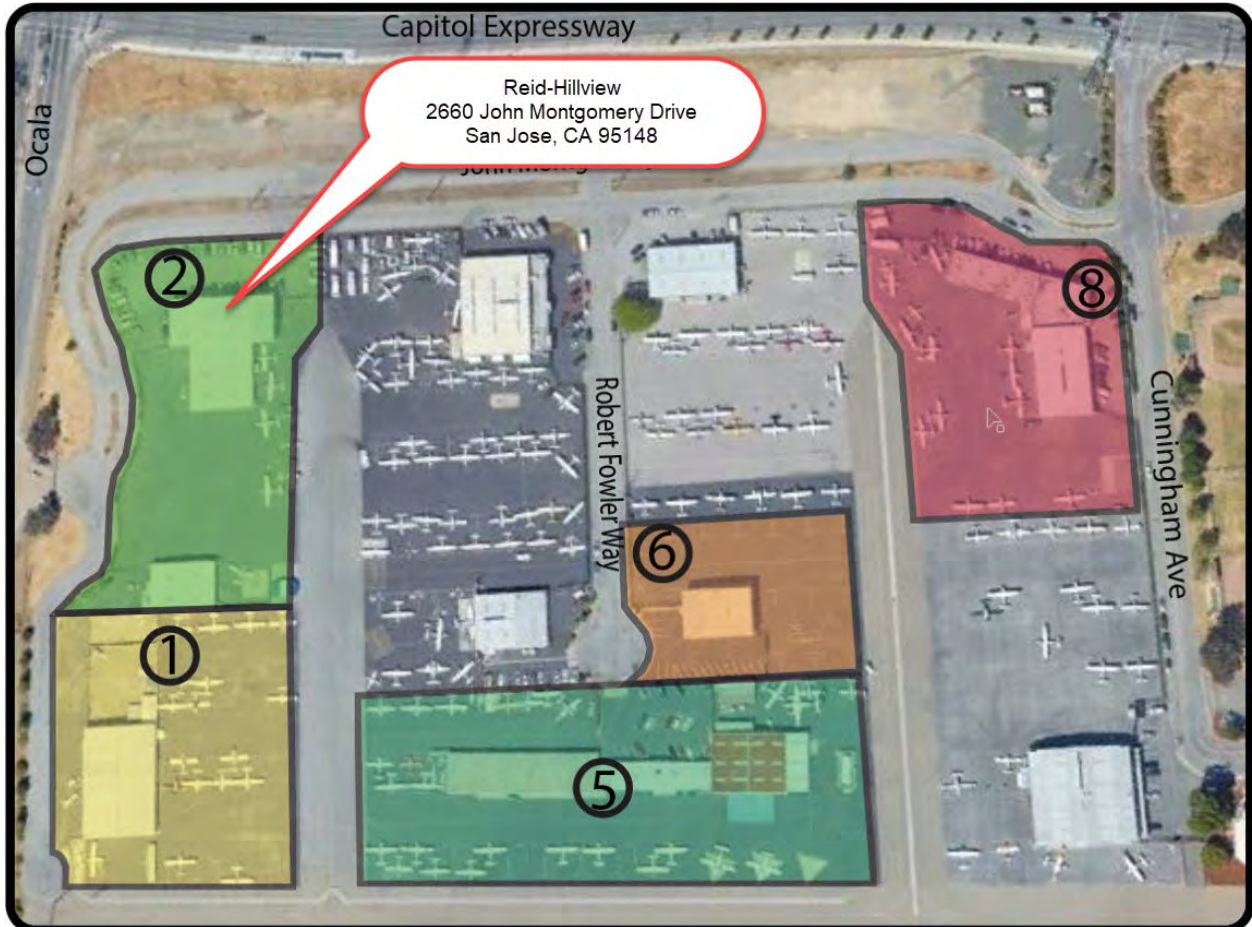


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance-- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: 1934FCD4-E495-4B7B-B351-3514C32EFDB5

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name BJ Home Appliance Repair

Doing Business As: _____

Address (Main Office) 2660 John Montgomery Dr suit 23

Number Street Name City Zip

State Corp. No. A47756 Year Established 1997

Federal Tax ID# 619-54-1230 # of Employee 2

Type of Business appliance repair service Website N/A

Contact Person MINH NGUYEN Title OWNER

Phone # 408-332-6444 Alt Phone 408-332-6444 Email tyelrqng1@gmail.com

***Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____
- 2) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____



LICENSEE BILLINGS INFORMATION

Name/Company: BJ Home Appliance Repair

BILLING ADDRESS

Street Address: 2660 John Montgomery Dr suit 23

City, State, Zip: san jose ca 95148

Cell Phone: 408-332-6444 Alt Phone: 408-332-6444

Email Address: tylerqng1@gmail.com

Billing Contact: Minh Nguyen

MAILING ADDRESS

Street Address: 2660 John Montgomery dr suit 23

City, State, Zip: san jose ca 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Igor Vatsko

Phone 4088498277

Alt Phone 4088498277

Email igorvatsko1971@gmail.com

Rental Site Address 2660 John Montgomery dr suit 23
san Jose CA 95148
San Jose CA 95148

Purpose of Business and Type of Service Provided appliance repair service call



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.



Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

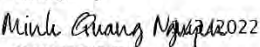
DocuSign Envelope ID: 1934FCD4-E495-4B7B-B351-3514C32EFDB5

TENANT VEHICILE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model	2006 ford windstar	Lic. Plate St. & No.	4VQV734
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:

20CDD13FD6A7455
Minh Quang Nguyen

owner
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
PRICILLA BROWN DBA NEW ERA CONTINUING EDUCATION CENTER**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Priscilla Brown, dba New Era Continuing Education Center, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 5, San Jose, California, 95148**, San Jose, California, providing lecturing on medical services business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. **Monthly Rent**

- 3.1 The monthly "Rent" or initial Base Rent shall be **\$750.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial-month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the "County of Santa Clara", in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousand five hundred dollars (\$1500.00)**, shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Lecturing on Medical Services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building.

On the termination of the License Agreement, Licensee will deliver to County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. **Expenses**

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. **Indemnification and Insurance**

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. **Condition of Property**

7.1 **Condition for Occupancy.**

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;

17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. **Notices**

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first-class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Priscilla Brown,
dba New Era Continuing Education Center 2660 John
1100 Denio Ave
Gilroy CA 95020
Phone (408) 690-5074
Email baddilac27@gmail.com

Or to such other place as LICENSEE may designate by written notice.

21. **Miscellaneous**

21.1 **Waiver**

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Licensee's proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information even if marked "CONFIDENTIAL AND PROPRIETARY" without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County's Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

22. FAA Assurance

Should Licensee provide any service to the public, including subleasing, at the airport, Licensee shall:

23.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and

23.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Priscilla Brown,
dba New Era Continuing Education Center

DocuSigned by:
Harry Freitas 1/5/2022
6DC28984CB2D46D
Harry Freitas Date
Director, Roads and Airports Department

By: Priscilla R. Brown
Name: Priscilla R. Brown Date
Title owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83FFF431
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

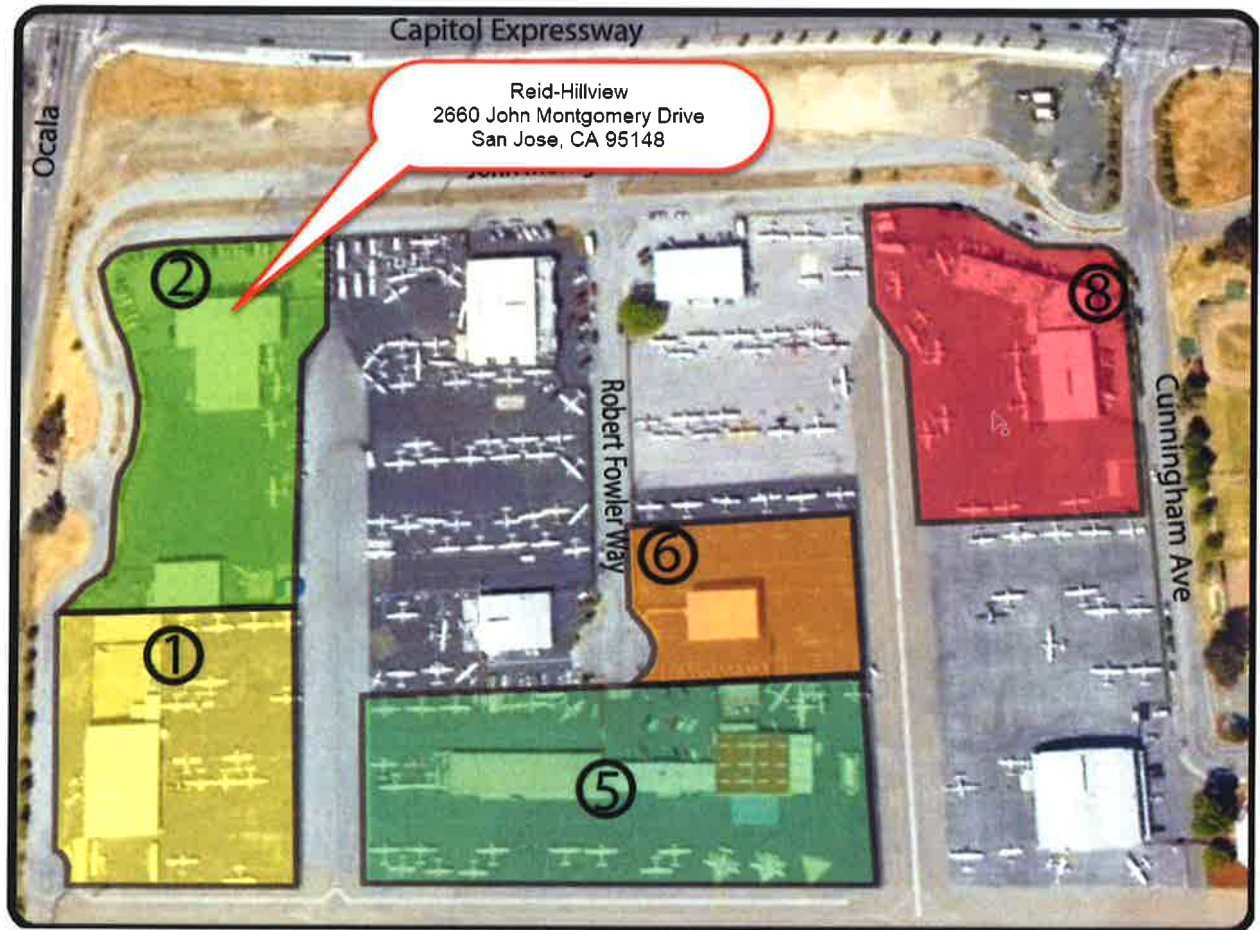


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance-- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: 10559404-CCC4-4D68-A9A4-7A9016B80B16

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name New Era Continnnnnnnning Education Center

Doing Business As: New Era Continuing Education Center

Address (Main Office) 2660 John Montgomery Drive #5

Number Street Name City Zip

State Corp. No. Sole Proprietor Year Established 1997

Federal Tax ID# 551-06-1441 # of Employee 0

Type of Business Continuing education Website None

Contact Person Priscilla Brown Title Owner/Instructor

Phone # 408-690-5074 Alt Phone 408-713-8980 Email badi11ac27@gmail.com

******Will you be parking an aircraft at Reid-Hillview Airport? Yes* No**

***If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.**

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** N/A

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____



LICENSEE BILLINGS INFORMATION

Name/Company: New Era Continuing Education Center

BILLING ADDRESS

Street Address: 1100 Denio Ave.

City, State, Zip: Gilroy, CA 95020

Cell Phone: 408-690-5074 Alt Phone: 408-713-8980

Email Address: badillac27@gmail.com

Billing Contact: Priscilla Brown

MAILING ADDRESS

Street Address: 1100 Denio Ave.

City, State, Zip: Gilroy, CA 95020

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Richard Brown

Phone 408-713-8980

Alt Phone 831-902-0615

Email badillac27@gmail.com

Rental Site Address 2660 John Montgomery Dr.#5
San Jose CA 95148
San Jose CA 95148

Purpose of Business and Type of Service Provided Lecturing on medical services Saturday and Sunday only.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model	Toyota, Camry	Lic. Plate St. & No.	3RYL019
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____
Make & Model	_____	Lic. Plate St. & No.	_____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Priscilla Brown 1/4/2022
F8537CC1F3E542B
Priscilla Brown

Doctor
Your Title

**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
QUAN TA, DBA HEALTH TRAINING CENTER**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Quan Ta, dba Emergency and Health Training Center, (“Licensee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 6, San Jose, California, 95148**, San Jose, California, for the purpose of providing CPR and First Aid Training business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1,200.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of two thousand four hundred dollars (\$2,400.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **CPR and First Aid Training**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Quan Ta
dba: Emergency and Health Training Center
2660 John Montgomery Drive, Suite 6
San Jose, CA 95148
Phone (408) 401-6934
Email cprcardforyou@yahoo.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Quan Ta
dba: Emergency and Health Training Center

DocuSigned by:
Harry Freitas 12/23/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Quan Ta 12/22/2021
F4542C57BE734A1
By: Quan Ta Date
Name: _____
Title owner _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83FE431
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

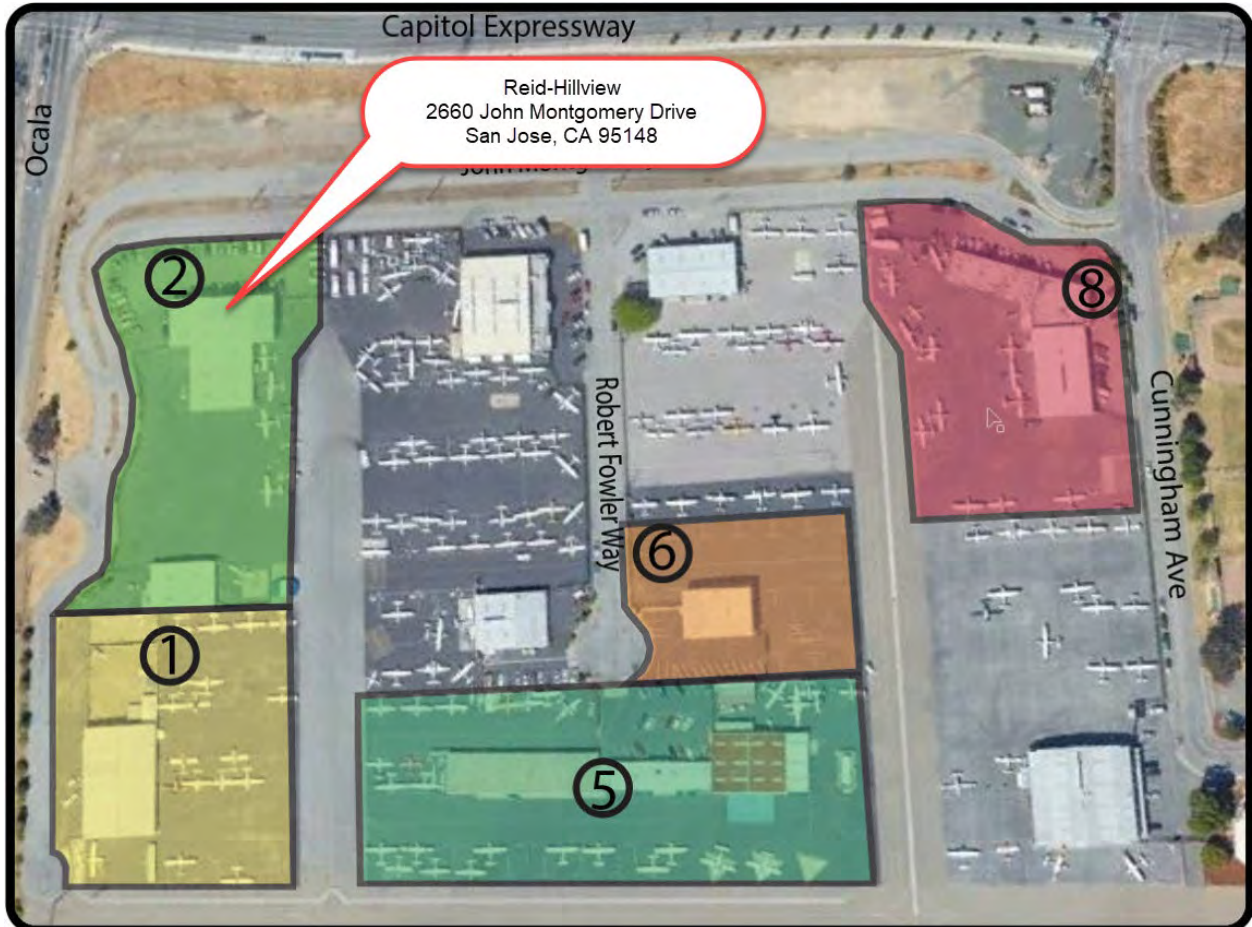


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSE INFORMATION

DocuSign Envelope ID: 27592DD3-E0AE-44E8-BBC8-12D100DE95C9

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Emergency and Health Training Center

Doing Business As: Emergency and Health Training Center

Address (Main Office) 2660 John Montgomery Dr, Suite 6.
Number Street Name City Zip

State Corp. No. ca Established Year 2009

Federal Tax ID# 602265241 # of Employee 0

Type of Business CPR and First Aid Training Website www.cprtraining-center.com

Contact Person Quan Ta Title Owner

Phone # 408-401-6934 Alt Phone 408-843-7375 Email cprcardforyou@yahoo.com

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement
may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

LICENSEE BILLINGS INFORMATION

Name/Company: Emergency and Health Training Center

BILLING ADDRESS

Street Address: 2660 John Montgomery Drive, Suite 6.

City, State, Zip: San Jose, CA 95148

Cell Phone: 408-401-6934 Alt Phone: 408-843-7375

Email Address: cprcardforyou@yahoo.com

Billing Contact: Quan Ta 408-401-6934

MAILING ADDRESS

Street Address: 2660 John Montgomery Drive, Suite 6

City, State, Zip: San Jose, CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Quan Ta

Phone 408-401-6934

Alt Phone 408-843-7375

Email cprcardforyou@yahoo.com

Rental Site Address 2660 John Montgomery Drive, suite 6.
San Jose, CA 95148
San Jose CA 95148

Purpose of Business and Type of Service Provided Our mission is to provide CPR and First Aid training to both general public and healthcare providers so that more people can learn to save lives. We also looking to open a small school for Allie Health, such as CNA and Dialysis school, and livescan or finger printing.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: 27592DD3-E0AE-44E8-BBC8-12D100DE95C9

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model 2015 Venza Lic. Plate St. & No. 7NFJ607

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

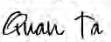
Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:

C07BC49C47654D4
Quan Ta 12/3/2021

Owner
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
ROSALINA ARIAS DBA ROSA'S CLEANING SERVICES**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Rosalina Arias dba Rosa's Cleaning Services, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 3 & 4, San Jose, California, 95148**, San Jose, California, for the purpose of providing Residential and Commercial Cleaning business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$860.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousands seven hundred twenty dollars (\$1720.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Residential and Commercial Cleaning**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building.

On the termination of the License Agreement, Licensee will deliver to County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Rosalina Arias
dba Rosa's Cleaning Services
2660 John Montgomery Drive, Suite 3
San Jose, CA 95148
Phone (408) 592-9095
Email: rosacleans@aol.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

22. FAA Assurance

Should Licensee provide any service to the public, including subleasing, at the airport, Licensee shall:

23.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and

23.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Rosalina Arias
dba: Rosa’s Cleaning Services

DocuSigned by:
Harry Freitas 1/3/2022
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Rosalina Arias 1/2/2022
1AE8F4DB224642B...
By: Rosalina Arias Date
Name: Rosalina Arias
Title owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B470ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

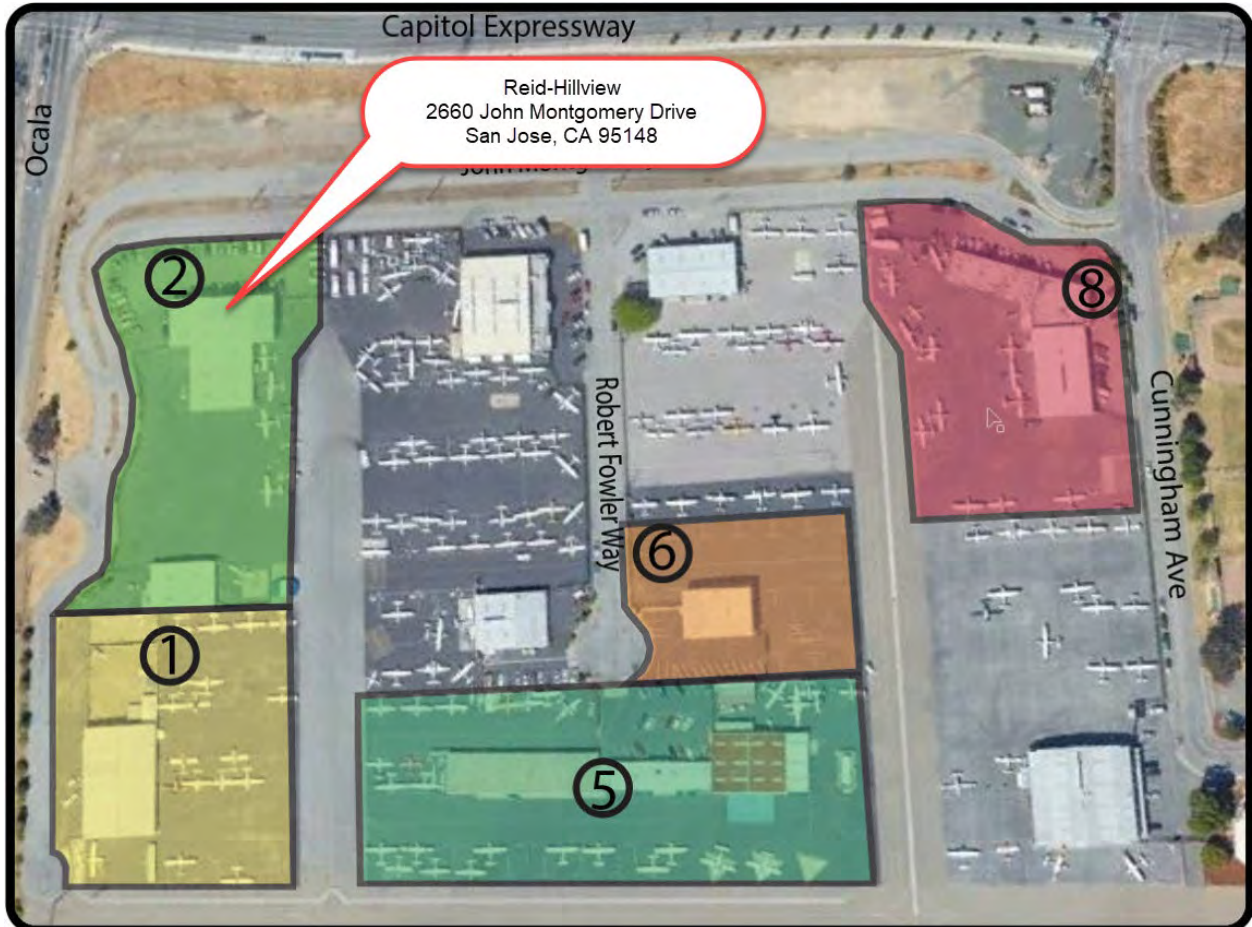


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

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D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: 4C077B29-E608-4045-9528-8DE09ADC8291

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Rosa's Cleaning Services

Doing Business As: same

Address (Main Office) 2660 John Montgomery Drive #3, San Jose 95148

Number Street Name City Zip

State Corp. No. n/a Year 1995

Federal Tax ID# 77-0413279 # of Employee 8

Type of Business Residential & Commercial Cleaning Service Website n/a

Contact Person Rosalina Arias Title Owner

Phone # 408-592-9095 Alt Phone 408-888-6107 Email rosacleans@aol.com

******Will you be parking an aircraft at Reid-Hillview Airport? Yes* No**

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

LICENSEE BILLINGS INFORMATION

Name/Company: Rosa's Cleaning Services

BILLING ADDRESS

Street Address: 2660 John Montgomery Drive #3

City, State, Zip: San Jose, CA. 95148

Cell Phone: 408-592-9095 Alt Phone: 408-888-6107

Email Address: rosacleans@aol.com

Billing Contact: Rosalina Arias

MAILING ADDRESS

Street Address: P.O. Box 51756

City, State, Zip: San Jose, CA. 95151

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Ivonne Luescher

Phone 408-888-6107

Alt Phone 408-908-7929

Email rosasinvoicing@gmail.com

Rental Site Address #3 & #4
2660 John Montgomery Drive
San Jose CA 95148

Purpose of Business and Type of Service Provided Residential & Commercial Cleaning Service



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: 4C077B29-E608-4045-9528-8DE09ADCB291

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Subaru Forester Lic. Plate St. & No. CA 8KUR300

Make & Model Toyota Prius Lic. Plate St. & No. CA 6CDL525

Make & Model Toyota Camry Lic. Plate St. & No. CA 7KLZ592

Make & Model Toyota Corolla Lic. Plate St. & No. CA 8GUS132

Make & Model Nissan Versa Lic. Plate St. & No. CA 8EZZ688

Make & Model Honda Civic Lic. Plate St. & No. CA 7CXC819

Make & Model _____ Lic. Plate St. & No. _____

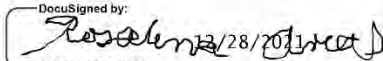
Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:

CSAD90A7CAD0425...
Rosalina Arias

Rosalina Arias - Owner
Your Title

