

**Space License Agreement No. 230273B
Napa County Airport**

THIS LICENSE AGREEMENT ("License") is made and entered into as of this 1st day of January, 2023, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "Licensor", and Yamaha Motor Corporation, USA, hereinafter referred to as "Licensee".

RECITALS

WHEREAS, Licensor owns and operates the Napa County Airport, a general aviation airport located in Napa County, California, hereinafter referred to as "Airport"; and

WHEREAS, Licensee has been a tenant at the Napa County Airport under annual lease agreement 180217B since December 21, 2017; and

WHEREAS, Licensee desires to continue tenancy on a month-to-month basis; and

WHEREAS, Licensee desires to lease approximately 2,500 square feet of space of the 2000 Airport Road building, at the Napa County Airport; and

WHEREAS, Licensor currently has property available to be licensed for this purpose;

TERMS

NOW, THEREFORE, BE IT AGREED as follows:

1. **Description of Premises.** Licensor hereby leases to Licensee, on and subject to all of the terms, covenants and conditions hereinafter set forth, approximately 2,500 square feet on the north end of the Simulator building at 2000 Airport Road. The Premises are depicted in Exhibit A, attached hereto and incorporated by reference herein.
2. **Term/Temporary Suspension of License.**
 - (a) **Term.** The term of this License shall continue on a month-to-month basis until either party gives ninety (90) days written notice to the other party, or unless terminated earlier in accordance with Paragraph 3 (Termination); except that the obligations of Licensee under Paragraph 9 (Hold Harmless/Defense /Indemnification) and 10 (Hazardous Materials) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the License.
 - (b) **Temporary Suspension of License.**
 1. Licensor shall have the unilateral right to temporarily suspend this License in the event of an emergency which requires the portions of the Airport used by Licensee to be cleared or used exclusively for aircraft, vehicles, or equipment involved in governmental functions. Such emergencies shall include, but not be limited to, flood, fire, riot or other Acts of

God. The determination of the existence of such an emergency shall be solely in the discretion of the Licensor, as determined by the Director of Public Works, Airport Manager, Sheriff, Fire Chief, County Executive Officer or designees. Any such temporary suspension shall be limited to the period of the emergency. Licensee shall not be entitled to any compensation for damages, direct or indirect, for loss of use of these Airport facilities during any suspension properly imposed pursuant to this subparagraph.

2. Licensor shall also have the unilateral right to temporarily suspend this License for up to 10 days per year, when, in the discretion of Director of Public Works or the Airport Manager or their designees, the activities of Licensee would conflict with certain activities being conducted at the Airport. Such activities shall include, but not limited to, construction, special events, aircraft storage, etc. Licensor shall give Licensee 10 days advance written notice of any such suspension. Licensee shall not be entitled to any compensation for damages, direct or indirect, for loss of use of these Airport facilities during any suspension properly imposed pursuant to this subparagraph.

3. **Permitted Activities.** Licensee shall use the Premises for storage and operation of its Unmanned Systems Division. Licensee agrees to use and occupy the Premises in a lawful manner and in full compliance with all applicable federal, state and local laws, ordinances, permits, and regulations; provided, however, that the Licensee, at its expense, shall have the right to contest the validity and applicability of any such laws, ordinances and regulations. Licensee shall obtain any and all licenses or permits as required by any governmental or taxing agency in connection with the operation of its business at the Premises, as required by law. Licensee shall not commit or permit any act or acts in or on the Premises or use the Premises or suffer them to be used in any manner which will increase the existing fire, liability and other insurance rates on the Premises or which will cause a cancellation of any insurance policy covering the Premises or any part thereof.

4. **Termination.**

(a) **For health and safety violations.** The Director of Public Works or the Airport Manager may terminate this License immediately and without further notice for failure of the Licensee to comply with any of the conditions of this License relating to public health and safety. The reasons for such termination shall be stated in writing and a copy thereof given to the Licensee no later than five (5) days following the effective date of the termination.

(b) **Cause (general).** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this License or otherwise breach this License and fail to cure such failure or breach (other than one pertaining to health and safety violations), within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this License by giving ten (10) days written notice to the defaulting party in the manner set forth in Paragraph 10 (Notices).

(c) **Convenience.** The Director of Public Works or the Airport Manager may terminate this License for either Licensor's or Licensee's convenience upon giving 90 days' notice to the other party.

5. **Rent.**

(a) **Monthly Rent.** Licensee agrees to and shall pay on the 1st of every month to Napa County care of Napa County Central Collections, 1195 Third Street, Suite 108, Napa, California, 94559 (or at such other place as Licensors shall from time to time in writing designate) the sum of Three Thousand Two Hundred Dollars (\$3,200.00) per month as rent for the Premises (the "Rent"). Any partial month of the tenancy of the Premises shall be prorated. Rental rates may be adjusted annually based on the California Consumer Price Index (CPI), as authorized by the Napa County Board of Supervisors.

(b) **Procedure for Payment.** It is understood and agreed that Licensee shall pay the License Fee to County in advance for the following month on or before the first day of each calendar month. Any such payments which are not paid by the 14th of the calendar month shall be deemed delinquent and subject to a late charge of 10 percent (10%) per annum until paid.

(c) **Security Deposit.** Licensors will retain the security deposit of \$5,000 collected from agreement 180217B for the duration of the term of and as the Security Deposit for this Agreement. If Licensee fails to pay rent, or otherwise defaults under this License, County may use, apply, or retain all or any portion of the Security Deposit for the payment of any amount already due County, for fees which will be due in the future, and/or to reimburse or compensate County for any liability, expense, loss or damage which County may suffer or incur by reason thereof. If County uses or applies all or any portion of the Security Deposit, Licensee shall, within ten (10) days after written request therefor, deposit monies with County sufficient to restore said Security Deposit to the full amount required by this License. Within ninety (90) days after the expiration or termination of this License Agreement, County shall return that portion of the Security Deposit not used or applied by County. County shall not be required to keep the Security Deposit separate from its general accounts. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Licensee under this License.

6. **Utilities Furnished By Licensors.**

(a) **Heating, Lighting, Water and Electrical Service:** It is understood and agreed that Licensors will provide satisfactory and adequate heating, lighting, air conditioning, water and electrical service facilities for the Premises. Licensors agree to maintain such facilities in reasonably good working order, repair and operation during the term of this License, except that Licensee shall be responsible for furnishing and installing all light bulbs for the portions of the Premises other than the common areas.

(b) **Payment of Utility Bills and Services:** Utility services shall be paid for as follows:

1. **Water and Sewer Service.** Until such time as Licensors can provide an equitable method of determining utility usage between Licensees, Licensors shall be responsible for the cost of furnishing water to the Premises for normal office use and shall pay all sewer charges.

2. **Gas and Electricity Service.** Until such time as Licensors can provide an equitable method of determining utility usage between Licensees, Licensors shall pay for all gas and electricity furnished to the Premises.

(c) Taxes: Licensor shall report space allocation and usage to appropriate taxing authorities and Licensee shall pay all City, County, State or Federal taxes of any type whatsoever including possessory interest tax relating to the Premises, and the building within which the Premises are contained and appurtenances thereto.

(d) Common Area Maintenance. Licensor shall be responsible for common area maintenance charges, if any.

(e) Custodial and Garbage Service. Licensee shall be responsible for obtaining and paying for custodial service within the Premises. Licensor shall be responsible for garbage service.

(f) Insurance. Licensor shall be responsible for obtaining, paying for and maintaining during the Term of this License, fire insurance for the Property and Premises. Licensee shall be responsible for obtaining, paying for and maintaining during the Term of this License commercial renter's insurance for equipment, personal property, furniture, and fixtures appurtenant to the premises.

(g) Wi-Fi and Telephone Service. Licensee shall be responsible for obtaining and paying for telephone and Wi-Fi services.

7. Relocation Clause. Licensor shall have the right to relocate Licensee within the Airport property with similar facilities as the current Premises. Licensor shall be required to give Licensee a written 90-day notice of such relocation. Licensee shall be responsible for all costs associated with such relocation.

8. Building Access/Locks/Keys.

(a) Licensee agrees to comply with reasonable regulations and directives of Licensor regarding access to the Premises during hours that Licensee is not open for business. In the event of riot, war, or other event affecting public safety or national security, Licensor reserves the right to prevent access to the Premises during the continuance of the same for the safety of persons and protection of property. If Licensee is unable to carry on its business in excess of seventy-two (72) hours because of Premises closure by Licensor's due to an event of riot, war, or other event affecting public safety or national security, Licensee's minimum monthly rent will be equitably adjusted during the closure period.

(b) Licensee shall not alter any lock or install a new or additional lock or new bolt on any door of the Premises without prior written consent of Licensor. Licensor shall not unreasonably withhold consent. Licensee shall in each case furnish Licensor with a key for any such lock changed. Upon expiration or termination of this License, Licensee shall promptly deliver to Licensor all keys which shall have been furnished Licensee or which Licensee shall have had made.

9. Inspection Of Premises. Licensor and the agents and employees of Licensor shall have the right to enter upon the Premises at all reasonable times upon prior reasonable notice to inspect the same to see that no damage has been or is done and to protect any and all rights of Licensor and to post such reasonable notices as Licensor may desire to protect the rights of Licensor. Except in the case of an emergency, when the Licensee has abandoned or surrendered the Premises, or if it is impracticable to do so, Licensor shall give

Licensee reasonable notice of its intent to enter, such entry to be made only during normal business hours. Twenty-four (24) hours shall be presumed to be reasonable notice in the absence of evidence to the contrary.

10. **Hold Harmless And Insurance.**

(a) **Hold Harmless.** Licensee shall hold harmless, defend, and indemnify Licensor, its officers, agents, employees from any for any loss, damage, personal injury, bodily injury or death, and associated costs, damages, expenses plus reasonable attorneys' fees and costs, whether caused by negligence or otherwise, arising as a result of the use and/or access to the License Area by Licensee's employees, agents, clients, or visitors' use and/or access to the License Area. Licensee expressly agrees the Licensor shall not be responsible for loss or damage to any automobile, its accessories or contents resulting from theft, vandalism, fire, or any other causes.

(b) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, Licensee shall provide workers' compensation insurance for the performance of any of Licensee's employees making use of the License Area provided under this License; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide Licensor with certification of all such coverages upon request by Licensor's Risk Manager.

(c) **Liability Insurance.** Licensee shall obtain and maintain in full force and effect at its own expense during the term of this Agreement the following liability insurance coverages, issued by a company licensed (admitted) to transact business in the State of California and/or having an A.M. Best rating of A-VII or better or equivalent self-insurance satisfactory to Licensor, or a combination thereof.

1. **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Licensee or any officer, agent, or employee of Licensee under this License. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Licensee's business of not less than ONE MILLION (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Licensee owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (c)(1) above. If Licensee or Licensee's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Licensee shall provide evidence of personal auto liability coverage for each such person upon request.

(d) **Certificates of Coverage.** All insurance coverages referenced in paragraph 10(a),(b) and (c), above, shall be evidenced by one or more certificates of coverage or, with the consent of Licensor's Risk Manager, demonstrated by other evidence of coverage acceptable to

Licensors's Risk Manager, which shall be filed by Licensee with the Director of Public Works prior to commencement of Licensee's access to the property under the terms of this agreement.

1. The certificate(s) or other evidence of coverage shall reference this Agreement by its Napa County number or title and department; shall be kept current during the term of this Agreement; shall provide that Licensor shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

2. Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 10(c)(1) and, for the comprehensive automobile liability insurance coverage referenced in 10(c)(2) where the vehicles are covered by a commercial policy rather than a personal policy, Licensee shall also file with the evidence of coverage an endorsement from the insurance provider naming Licensor, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Licensee shall file an endorsement waiving subrogation with the evidence of coverage.

3. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Licensee not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Licensor shall pertain only to liability for activities of Licensee under this Agreement, and that the insurance provided is primary coverage to Licensor with respect to any insurance or self-insurance programs maintained by Licensor. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

4. Upon request by Licensor's Risk Manager, Licensee shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, Licensor's Risk Manager, which approval shall not be denied unless the Licensor's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Licensor by this Agreement. At the option of and upon request by Licensor's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects Licensor, its officers, employees, agents and volunteers or Licensee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(f) Inclusion in Subcontracts. Licensee agrees to require all subcontractors and any other entity or person who is involved in providing the restoration work contemplated under this Agreement or who will otherwise access the License Area under this Agreement to comply with

the Workers Compensation and General Liability insurance requirements set forth in this Paragraph.

11. **Hazardous Materials.**

(a) Definition. For purposes of this License Agreement, the terms "hazardous materials", "hazardous substances", and "hazardous wastes" shall mean any substance or material which has been determined by any federal, state, and/or local laws, regulations, code, and/or other authorities to be capable of posing a risk of injury to health, safety, and/or property including, but not limited to, all of those materials and substances designated as hazardous or toxic by the California Water Quality Control Board, the California Department of Industrial Relations, the Bay Area Air Quality Management District, the United States Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Department of Health, Education and Welfare, the U.S. Food and Drug Agency, and/or any other governmental agency now, or hereafter, authorized to regulate materials and substances in the environment. Without limiting any of the foregoing, the term "hazardous materials" shall specifically include all of those materials and substances defined as "Toxic Materials" in Sections 66680-66685 of Title 22, Division 4, Chapter 30 of the California Code of Regulations, as such may be amended from time to time.

(b) Storage. Hazardous materials and in particular inflammables of any nature in excess of those necessary for actual operations of Licensee permitted under this License Agreement shall not be stored in, on, about, adjacent to or under the Premises. Any such materials which are necessary for actual operations shall be stored only in metal or other containers which are suitable and approved for such storage by federal or state regulatory agencies, including dual-walled containers where required by any applicable law and/or regulations. Such storage and the manner in which such materials are stored shall comply in full with all applicable federal, state and/or local safety and/or fire regulations.

(c) Emergency Response Plan. Licensee shall maintain on file with the Director of Public Works, or Director's designee, the Napa County Department of Planning, Building and Environmental Services, and the Napa County Fire Department updated Emergency Response Plans for all hazardous materials which Licensee stores or uses in connection with its respective activities on the Premises. It shall be the responsibility of Licensee to ensure that these plans comply with all requirements of Sections 25500, et. seq., of the California Health and Safety Code, as such may be amended from time to time, and any regulations adopted in connection therewith.

(d) Releases of Hazardous Materials or Wastes. In the event of an unauthorized release of hazardous materials during the term of the License Agreement on or originating on the Premises by Licensee, its officers, employees, agents, contractors, and/or invitees into the air, water or ground above, under, and/or on the Premises, or into any sewer or storm drainage system operated by any district or governmental agency and/or public utility, which pollutes any of such properties, any ground water, or any portion of the Napa River, Napa River tributaries, Napa River marshes, and/or San Francisco Bay, or the air above such areas, Licensee shall, regardless of the cause or otherwise responsible party, be solely responsible as follows:

(1) Identification and Notification. Licensee shall be responsible for identifying and reporting all such releases to the appropriate public agencies when the quantities or nature of the materials involved must be reported under any federal, state, and/or local laws or regulations. In addition, all unauthorized releases shall be reported to the Director of Public Works, or Director's designee, in writing, immediately following Licensee's discovery of such releases, whether or not the quantities involved would otherwise require reporting to any governmental agency.

(2) Cleanup. All remedial "clean up" actions necessary to satisfy all governmental authorities having jurisdiction over the areas and substances involved shall be conducted at Licensee's sole expense.

Abatement of Imminent Risk of Release or Contamination. If any unauthorized releases have not yet occurred, or have occurred but have not yet caused contamination of any land, air, and/or water, but such releases or contamination are, in the written opinion of the Director of Public Works and/or the Napa County Director of Planning, Building and Environmental Services, or their respective designees, in imminent danger of occurring or causing contamination, Licensee shall, upon receipt of such written notice, remove the hazardous substances in question from the Premises or other location of release and secure and/or dispose of the materials safely in accordance with all requirements of federal, state, and/or local laws and/or regulations, as well as any specific directions given by the Department of Planning, Building and Environmental Services.

(e) Cessation of Permitted Uses Pending Abatement. In the sole discretion of the Director of Planning, Building and Environmental Services, or the Director's designee, and upon receipt by Licensee of written notice from said Director or designee, Licensee shall cease all (or part, as designated) of Licensee's activities under this License Agreement to facilitate and not interfere with cleanup of hazardous materials or wastes.

(f) Action by County. If hazardous materials are illegally and improperly released or are in imminent danger of being improperly and/or illegally released by Licensee or its officers, employees, agents, contractors, and/or invitees on or in connection with their activities under this License Agreement and are not secured against release or removed from the Premises or other County property in a safe and legal manner by Licensee within five (5) days of receipt by Licensee of written notification by the Director of Public Works or Director's designee requiring such securing or removal, County shall have the right to secure or remove the materials at Licensee's sole expense. Licensee shall reimburse County for such costs within five (5) days of receipt by Licensee of written demand for payment. Such demand shall include copies of all invoices for the amounts demanded.

(g) Records. Licensee shall maintain at all times during the term of this License Agreement and for a period of not less than ten (10) years following termination of this License Agreement, separate and accurate daily records pertaining to the use, handling, and disposal of all hazardous materials on the Premises in connection with any of the activities authorized under this License Agreement. Licensee shall furnish County with such other documentation and reports as the Director of Public

Works, or Director's designee, may require from time to time. Upon twenty-four (24) hours prior notice to Licensee from the Director of Public Works or Director's designee, County shall be given access to inspect and/or audit any of the books, records, and other data of Licensee or its invitees pertaining to hazardous materials.

12. **Alterations and Modifications.** Licensee shall not alter or modify the Premises without prior written consent of the Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed; provided however, that Licensor's consent may be conditioned upon Licensee's agreement to remove any alterations or modifications made to the Premises upon termination or expiration of this License. Licensor may require lien releases in connection with any permitted work by Licensee on the Premises.

13. **Signs.** In connection with its permitted activities, Licensee shall install only those on- and off- premises signs permitted by applicable laws, ordinances and regulations.

14. **No Waiver.** The waiver by either party of any breach of violation of any requirement of this License shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this License.

15. **No Assignment or Subcontracts.**

(a) **In General.** Licensee shall not assign any interest in this License to any other person, corporation, partnership, or organization without the prior written consent of Licensor. In the event of such an authorized assignment, the terms and conditions of this License shall be binding upon the heirs, successors, and assigns, whether voluntary or involuntary, of Licensee. For purposes of this subparagraph the consent of Licensor may be given by the County Airport Manager.

(b) **Effect of Change in Status.** If Licensee changes its status during the term of this License from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this License by Licensee. Failure of Licensee to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this License.

16. **Notices.** All notices required or authorized by this License shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

LICENSEE

Yamaha Motor Corporation, USA
6555 Katella Ave.
Cypress, CA 90630

LICENSOR

Napa County Airport
2030 Airport Road
Napa, CA 94558

17. **Compliance with Laws.** Licensee shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Applicable Federal Law.** In addition to compliance with the Rules and Regulations for the Napa County Airport found in Chapter 11.28 of the Napa County Code, Licensee hereby expressly agrees that in the conduct of any activities authorized under this License, Licensee shall also abide by all applicable rules and regulations of the Federal Aviation Administration (FAA).

(b) **Non-Discrimination.** During the performance of this License, Licensee and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. Licensee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Licensee shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7284.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

(c) **Documentation of Right to Work.** Licensee agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Licensee performing any services under this License have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Licensee shall make the required documentation available upon request to Licensor for inspection.

(d) Licensee shall comply with all laws regarding hazardous substances and wastes relative to Licensee's occupancy and use of the License Area. Hazardous substances and wastes, except motor vehicle fuel, oil, and lubricants as specified by the automobile's manufacturer and incidental to the normal operation of the automobile, shall not be stored in the automobile while it is parked at the airport.

18. **Fees and Taxes.** In addition to the fees described in Paragraph (4), above, Licensee shall be solely responsible for payment of all fees and taxes levied upon this License or otherwise required by any authorized public entity in connection with any of the permitted activities or required hereunder. The parties specifically acknowledge and agree that this License may create a possessory interest arising out of the activities permitted herein and that Licensee shall be solely responsible for the payment of any taxes or assessments (including property taxes) which might be imposed on such possessory interest.

19. **Employees/Agents of Licensee.** Licensee and the officers, agents and employees of Licensee are not, and shall not be deemed, employees of Licensor for any purpose, including workers' compensation and employee benefits.
20. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this License or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
21. **Interpretation/Venue.**
- (a) **Interpretation.** The headings used herein are for reference only. The terms of the License are set out in the text under the headings. This License shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- (b) **Venue.** This License is made in Napa County, California. The venue for any legal action in state court filed by either party to this License for the purpose of interpreting or enforcing any provision of this License shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this License for the purpose of interpreting or enforcing any provision of this License lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this License shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this License.
22. **Amendment/Modification.** Except as specifically provided herein, this License may be modified or amended only in writing and with the prior written consent of both parties.
23. **Severability.** If any provision of this License, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this License.
24. **Authority to Contract.** Licensee and Licensor each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this License.
25. **Third Party Beneficiaries.** Nothing contained in this License shall be construed to create any rights in third parties and the parties do not intend to create such rights.
26. **Entirety of Contract.** This License constitutes the entire agreement between the parties relating to the subject of this License and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this License was executed by the parties hereto as of the date first above written.

Yamaha Motor Corporation, USA.

By Bill Coy
BILL COY, Ag Development Manager

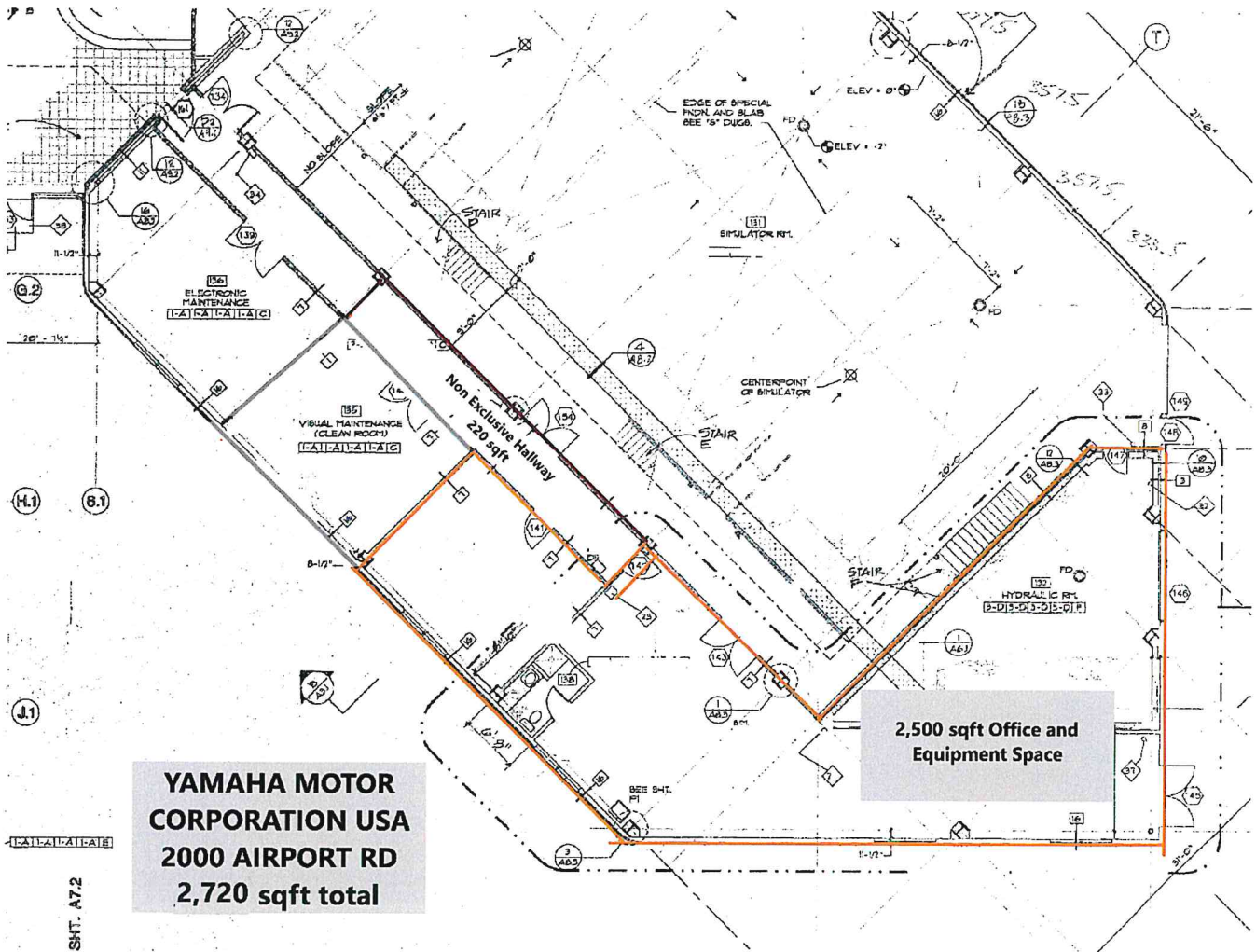
“LICENSEE”

NAPA COUNTY, a political subdivision of
the State of California

By _____
~~RYAN GREGORY~~, Napa County Board of Supervisors
BELIA RAMOS, Chair
“LICENSOR”

APPROVED AS TO FORM Office of County Counsel By: <u>/s/ Wendy M. Dau</u> Deputy County Counsel Date: <u>Dec. 14, 2022</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT "A"



Signature: Bill Coy
Bill Coy (Jan 3, 2023 14:56 PST)

Email: bill_coy@yamaha-motor.com

Yamaha Motor Corporation USA Space License Agreement AATF_ 12.27.22

Final Audit Report

2023-01-03

Created:	2023-01-03
By:	Mark Witsoe (mark.witsoe@countyofnapa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8LgDOF8LURpV1O30_zChm_AeA0ahq7tH

"Yamaha Motor Corporation USA Space License Agreement AATF_ 12.27.22" History

-  Document created by Mark Witsoe (mark.witsoe@countyofnapa.org)
2023-01-03 - 9:55:33 PM GMT
-  Document emailed to bill_coy@yamaha-motor.com for signature
2023-01-03 - 9:56:21 PM GMT
-  Email viewed by bill_coy@yamaha-motor.com
2023-01-03 - 10:42:22 PM GMT
-  Signer bill_coy@yamaha-motor.com entered name at signing as Bill Coy
2023-01-03 - 10:56:22 PM GMT
-  Document e-signed by Bill Coy (bill_coy@yamaha-motor.com)
Signature Date: 2023-01-03 - 10:56:24 PM GMT - Time Source: server
-  Agreement completed.
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