

## OFFICE LICENSE AGREEMENT

## SUMMARY OF TERMS

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| Contract No.                | The city of Long Beach-LGB 8.1.23  |
| Airport                     | Long Beach Airport<br><br>For purposes of this Agreement, "Airport" means the airport, its governing body and/or any "lessor" under the Master Lease Agreement, as context may dictate.  |
| Operator                    | LGB CA Holdings, LLC (dba: Atlantic Aviation-Long Beach).  |
| Master Lease Agreement(s)   | The agreement or combination of agreements between Operator and the Airport providing the terms and conditions by which Operator may operate and use the Facility and each Space.  |
| Facility                    | 3250 Airflite Way, Long Beach CA, 90807<br><br>"Facility" includes Operator's entire leasehold under the Master Lease Agreement.   |
| User                        | Name: The City of long Beach<br>Address: 3250 Airflite Way, Suite 201, Long Beach, CA ("Building")<br>Contact: Melu Habacon<br>Phone: 562.570.2772<br>Email: Melu.Habacon@longbeach.gov  |
| Space                       | Office Space Suite 201, consisting of 2,736 rentable square feet.<br>Shop Space: N/A<br><br>[If multiple office space, state "See Attachment A" and include Attachment A]  |
| Purpose(s) for Use of Space | Administrative functions related to aviation activities (Airport Operations)   |
| Effective Date              | August 1, 2023   |
| Initial Term                | Thirty-six (36) months-through July 31, 2026.  |
| Renewal Term                | User shall have the right to renew the Agreement for two Options of one (1) year each by providing Operator with six (6) month's prior written notice. The rental rate for each Option shall be at the then-current rent increased by three (3.0%) percent.  |
| Space Use Fees              | Office Space (monthly): \$5,581.44<br>Shop Space (monthly): N/A<br><br><i>*All space use fees will be subject to adjustment at the rate set forth in section 2.2. However, the smallest increase will not be less than 3% and the largest increase will not be greater than 5%</i><br><i>**Exclusive of all taxes and fees set forth in section 2.3</i><br><i>*** If an additional option for extended terms is exercised the rent would be then current rent increased by 3%.</i><br><i>****Brokerage fee of 2% paid to Kidder Mathews by Atlantic with the starting rent increased to \$2.04. The additional \$0.04 PSF in starting rent should cover the brokerage fee at 2%.</i> |

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|   | <p><i>*Operator will provide, at Operator's expense, routine janitorial services for the Premises, including vacuuming and trash removal, reasonably adequate to keep the Premises in a neat, clean and orderly condition. Operator is responsible for general building systems while User is only responsible for User's space and below the ceiling grid.</i></p> <p><i>*User shall have the right to use up to fifteen (15) parking spaces for employees at no charge during the Term and any option periods. User shall be allowed to park two (2) airfield operations vehicles on the land-side and three (3) airfield operations vehicles on the air-side at no additional cost.</i></p>   |
| Security Deposit                                  | N/A  |
| Utilities, Trash Removal, and Janitorial Services | User is responsible for all trash removal and janitorial services.   |
| Additional Terms                                  | <p>Section 2.2 of the Terms and Conditions will be deleted in its entirety and restated as follows: Reserved.</p> <p>Section 2.3 of the Terms and Conditions will be deleted in its entirety and restated as follows: Reserved.</p> <p>Section 2.4 of the Terms and Conditions will be deleted in its entirety and restated as follows: Reserved.</p> <p>Section 2.5 of the Terms and Conditions will be restated as follows: User will pay for trash removal and janitorial services as indicated in the Summary of Terms.</p> <p>Section 3.1 of the Terms and Conditions will be restated as follows: The Agreement commences on the Effective Date and continues for the Initial Term. After the Initial Term, User shall have the right to renew the Agreement for two options of one (1) year each by providing Operator with at least six (6) months' prior written notice (each, an "Option"). The rental rate for each Option shall be the then-current rent increased by three percent (3.0%). User's exercise of an Option will be considered a "Renewal Term", and the Initial Term together with each Renewal Term is referred to as the "Term".</p> <p>Section 3.2 of the Terms and Conditions will be deleted in its entirety and restated as follows: Reserved.</p> <p>The last sentence of Section 3.5 of the Terms and Conditions will be restated as follows: Additionally, if User fails to vacate the Space, the Space Use Fees will be increased to 150% of the then-current Space Use Fee as a "holdover fee" and User will reimburse Operator for, and indemnify Operator against, all damages, costs, liability and expenses, including storage costs and reasonable attorneys' fees permitted by law, which Operator will incur on account of User's delay in vacating the Space.</p> |

The Office License Agreement (the "Agreement") consists collectively of these Summary of Terms, and the Terms and Conditions, Schedules and Attachments attached hereto. Capitalized terms set forth in the left column of the Summary of Terms have the meaning ascribed to them in the right column.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the date set forth below their signature.

**OPERATOR**

By: [Signature]  
Printed Name: Daniel Medina  
Title: General Manager  
Date: 10-18-2023

**USER**

By: [Signature]  
Printed Name: TOM MODICA  
Title: CITY MANAGER  
Date: 10/13/2023

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

APPROVED AS TO FORM

9-21-23  
DAWN MCINTOSH, City Attorney  
By: [Signature]  
RICHARD ANTHONY  
PRINCIPAL DEPUTY CITY ATTORNEY

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**ATTACHMENT A**

| <b>OFFICE/SHOP SPACE</b>                    | <b>SPACE USE FEE</b> |
|---|----------------------|
| Suite 201 (main building 3250 Airflite Way) | 2,736 sqf.           |
|   |                      |
|   |                      |
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## OFFICE LICENSE AGREEMENT

### TERMS AND CONDITIONS

The Summary of Terms preceding these Terms and Conditions, along with the Schedules and Attachments hereto, are incorporated herein and binding on Operator and User. Capitalized terms used herein without definition have the meaning ascribed to such terms in the Summary of Terms.

#### **1. Right to Use Space.**

1.1. Operator grants User the right to use and occupy the Space described in the Summary of Terms, and the right to access the common areas of the building in which the Space is located (including restrooms, entry ways, hallways, lobbies, elevators, sidewalks, driveways parking areas and vending areas specified by Operator). User accepts the Space in its "AS IS" condition. The Space will be used exclusively for the purpose(s) set forth in the Summary of Terms. User will not conduct any business in the Space or at the Facility that is not authorized under the Summary of Terms, nor any business for which it has not obtained all required permits, authorizations, and approvals for conducting such business.

1.2. Each of User and Operator will comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements, now in force or which may hereafter be in force; regulating the use, occupancy or alterations of the Space, and User agrees to comply with the rules and regulations set forth on Schedule 1 which Operator may update or amend from time to time. User will not cause or permit the Space or the Facility to be used in any way which (i) constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, (ii) unreasonably interferes with the rights of other users of the Space or the Facility, or (iii) constitutes a nuisance or waste, or is disorderly, unsafe, or hazardous. User's rights granted herein are subject and subordinate to the terms and conditions of the Master Lease Agreement between Operator and the Airport. Nothing in this Agreement creates or purports to create any obligations of the Airport to User. The Airport is an intended third-party beneficiary of this Agreement.

1.3. User will keep and maintain the Space and every part thereof in good and clean condition and in accordance with rules and regulations established by Operator or the Airport from time to time during the Term. This provision is not intended to impose an obligation on User to repair the Space unless such repair is necessitated by the fault or neglect of User. User will not make any alterations or additions to the Space, or inscribe, paint, affix or display on any part of the Space any sign, advertisement or notice, including window displays, without first obtaining Operator's written permission, and will return occupancy at the termination of this Agreement in the same and in as good condition as exists on the Effective Date, reasonable wear and tear and modifications expressly approved in writing by Operator excepted.

1.4. Operator reserves the right to enter the Space at all reasonable times for the purpose of making any inspection it may deem appropriate to the proper enforcement of any of the covenants and conditions of this Agreement or the Master Lease Agreement, during an emergency, or to undertake repairs, additions, or alterations to the Space. Except in the case of an emergency, Operator will provide reasonable advance notice prior to entering the Space.

1.5. This Agreement creates only a license terminable as set forth herein. Nothing in this Agreement will be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in the User, nor will this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Operator and User.

#### **2. Space Use Fees.**

2.1. User will pay to Operator the Space Use Fees set forth in the Summary of Terms, in advance, on the first day of each month during the Term. Space Use Fees will be prorated on a daily rate basis for any partial month during the Term.

2.2. Upon execution of this Agreement, User will pay and maintain with Operator a Security Deposit in the amount set forth in the Summary of Terms. The Security Deposit will be held by Operator to guarantee the full and faithful performance of User's payment obligations under this Agreement and may be applied by Operator without notice to User against any obligation of User due hereunder that is not paid when due. When applying the Security Deposit to User's obligations, Operator does not waive Operator's right to any other remedy provided by this Agreement or by law. Upon notice from Operator that it has drawn down on such Security Deposit, User will promptly (and in no event longer than ten (10) calendar days) replenish the Security Deposit to the original amount. Operator reserves the right to adjust the Security Deposit throughout the Term. Upon termination of this Agreement and

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payment by User of all outstanding obligations to Operator under the Agreement, the Security Deposit will be returned; provided that Operator has authority to use the Security Deposit to pay any amounts owed and unpaid five (5) business days following such termination.

2.3. User agrees that the Space Use Fees will be subject to review and adjustment (1) by CPI-U (as defined below) plus 2.5% on each anniversary of the Effective Date; and (2) at other times by giving User not less than sixty (60) calendar days written notice, provided that Operator will not make such adjustments more than one time in any twelve (12) month period except as otherwise set forth herein. Notwithstanding anything to the contrary herein, if at any time during the Term the Airport increases the amount due by Operator to the Airport under the Master Lease Agreement, Operator may increase the Space Use Fees by up to the percentage increase imposed by the Airport on Operator's leasehold interest. In the event of such increase, Operator will provide User with at least thirty (30) calendar days advance written notice of the revised Space Use Fees; provided, however, an increase in Space Use Fees resulting from increases due by Operator to Airport under the Master Lease Agreement will not be considered an annual increase in Space Use Fees allowed by Operator in subsections (1) and (2) above. After the effective date set forth in any notice delivered under this Section 2.3, the new Space Use Fees will become effective automatically for all purposes unless and until further adjustments are made to the Space Use Fees in accordance with this Section 2.3. "CPI-U" is the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100) during the immediately preceding contract year. The index month three (3) months prior to the anniversary month for the current year and the previous year will be used to determine the percent increase. In no event will any Space Use Fee be decreased due to changes in the CPI-U.

2.4. In addition to Space Use Fees, User will be responsible for and pay to Operator all applicable Airport use fees, concession fees, facility fees, fuel flowage fees and other charges and fees imposed or assessed by the governing body of the Airport, together with any sales, use, excise, or other taxes or fees imposed by any governmental authority by virtue of this Agreement (other than Operator's income taxes). User is solely liable for all taxes, fees and other charges assessed imposed on or by User's operations or businesses at the Airport. Under no circumstances will Operator be liable for or required to pay any tax, fee, assessment, or other charge owed by User, including any taxes, fees, assessments or charges applicable to User or any of User's businesses owed to the Airport.

2.5. User will pay for Utilities, Trash Removal, and Janitorial Services as indicated in the Summary of Terms.

2.6. If User fails to pay in full any Space Use Fees or other amounts provided for in this Agreement within five (5) business days after the same becomes due and payable, User is obligated to pay a late charge equal to five percent (5%) of the amount, or any portion thereof, not so paid when due. In addition, any fees or other amounts, or any portion thereof, to be paid by User pursuant to this Agreement which are not paid in full within ten (10) business days after the same becomes due and payable will bear interest at a rate equal to two (2) percentage points above the then applicable Wall Street Journal Prime Rate (U.S. money center commercial banks) or its successor, accruing from the date such amount became due and payable to the date of payment thereof by User. Such interest constitutes additional Space Use Fees due and payable to Operator by User upon the date of payment of the delinquent payment referenced above.

### **3. Term and Termination; Operator's Remedies.**

3.1. This Agreement commences on the Effective Date and continues for the Initial Term. After the Initial Term, this Agreement will continue in effect from year to year, being automatically renewed after each year (each a "Renewal Term") unless either party gives written notice of termination, with or without cause, to the other party at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term. The Initial Term together with each Renewal Term is referred to as the "Term."

3.2. Operator may terminate this Agreement at any time upon sixty (60) calendar days prior written notice to User.

3.3. Operator may terminate this Agreement upon written notice to User following an Event of Default (as defined below) by User and failure by User to cure such Event of Default within the applicable cure period.

3.4. This Agreement will automatically terminate upon the termination or expiration of the Master Lease Agreement for any reason or as otherwise expressly directed in writing by the Airport. No damages, monies, or compensation will be owed to User by Operator for such early termination.

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3.5. Upon the effective date of termination of this Agreement, but in no event later than five (5) calendar days following such termination, User will remove all of User's property from the Space and pay to Operator all outstanding Space Use Fees and any other amounts due and owing Operator under this Agreement. If User should fail to vacate the Space within such period, User will be deemed to be a trespasser and Operator may peaceably enter upon the Space and remove User's property without further notice, demand or court proceeding and without liability to User. Operator is under no duty or obligation to store or maintain any of User's property at any time and is not liable to User for any damage to or destruction of such property. Additionally, if User fails to vacate the Space, the Space Use Fees will be increased to 200% of the then-current Space Use Fee as a "holdover fee" and User will reimburse Operator for, and indemnify Operator against, all damages, costs, liability and expenses, including storage costs and reasonable attorneys' fees permitted by law, which Operator will incur on account of User's delay in vacating the Space.

#### 4. Events of Default.

4.1. Each of the following events constitute an "Event of Default" under this Agreement on the part of User:

(a) the failure of User to pay and deliver to Operator any payment after same is due and to cure such default within five (5) business days after Operator gives User written notice of such default; provided that Operator is only obligated to provide such notice and opportunity to cure two (2) times during any consecutive twelve (12) month period;

(b) the failure of User to comply with any non-monetary related provision of this Agreement as soon as reasonably practical and in any event within five (5) business days after written demand by Operator, except that if any non-monetary failure is not capable of being cured within such five (5) business day period, User will be given a reasonable time to cure such failure so long as User has timely commenced curing such failure within the five (5) business day period and thereafter diligently proceeds to cure such failure as promptly as possible;

(c) the filing of any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act by or against User or any voluntary or involuntary proceedings in any court are instituted to declare User insolvent or unable to pay User's debts, and in the case of any involuntary petition or proceeding if same is not dismissed within sixty (60) calendar days from the date it is filed, or if User makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of User or if User's interest hereunder is levied upon execution or its attached by process of law and not discharged or dismissed within sixty (60) calendar days; and

(d) the sublicensing of all or any portion of the Space or assignment or encumbrance of all or any portion of its interest in this Agreement whether voluntary, involuntary or by operation of law

(e) abandonment of the Space

(f) use of the Space for a purpose other than that permitted; and

(g) notwithstanding Section 4.1(b) above, violation of Article 9, Anti-Bribery, Anti-Corruption, whereupon no cure period will be permitted, and Operator may terminate the Agreement immediately.

4.2. Upon the occurrence of an Event of Default, Operator has the right, in its sole discretion and without limiting any other legal or equitable remedies available to it, to pursue any one or more of the following remedies: (1) terminate the Agreement as set forth in Section 3.3; (2) remove all personal property and take all further action as set forth in Section 3.5; (3) declare all amounts due for the remaining Term immediately due and payable and require immediate payment thereof from User; (4) cure the default and require immediate reimbursement by User of the cost actually incurred by Operator in curing such default, with interest thereon at the rate of one percent (1%) per month (12% per annum) from the date such cost is incurred until the date of reimbursement by User to Operator; (5) reimbursement by User of all attorneys' fees incurred by Operator as a result of such Event of Default, to the extent permitted by law; and (6) relicense the entire Space or a portion thereof.

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5. **No Assignment or Sublicense.** User will not assign, sublicense, or otherwise transfer or encumber this Agreement or its rights or obligations hereunder, or permit occupancy or use of the Space, in whole or in part, by another party without Operator's prior written consent. Any attempted assignment, sublicense, or other transfer without Operator's prior written consent will be null and void.

6. **Insurance.**

6.1. At all times during the Term, User agrees that it will maintain at its expense, in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as set forth on Schedule 2 to this Agreement. All such insurance, except workers compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of the foregoing's respective officers, directors, agents, servants, contractors, and employees as additional insureds (collectively, the "Additional Insureds") and respond on a primary and non-contributory basis. User and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds, except where damage results solely from the gross negligence or willful misconduct of the Additional Insureds. Prior to commencing the use or occupancy of the Space, User will deliver to Operator a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). User will provide Operator with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate. User acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

6.2. Operator agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, the minimum insurance coverage(s) as required under the Master Lease Agreement. Upon thirty (30) calendar days written request by User, Operator will provide User with a certificate of Operator's insurance coverage. Operator is required to respond to a request from User for a copy of such insurance certificate no more than one (1) time per calendar year.

7. **General Indemnity.**

7.1. Any and all injury, breakage, or damage to the Space or the real property of which the Space is a part arising from any act or omission of User or its officers, employees, agents, representatives, contractors, subcontractors, sublessees, suppliers, licensees, customers, invitees, and guests or any other person or entity whom User controls or has the right to control or who is acting through or on behalf of User or is to confer an economic benefit on User (collectively with User, "User Parties") may be repaired by Operator at the sole expense of User.

7.2. User agrees to indemnify, defend, save and hold harmless the Additional Insureds, to the full extent allowed by law, from and against any and all liabilities, demands, suits, claims, actions, arbitrations, administrative proceedings, awards, judgments, losses, fines, penalties, or damages (including, without limitation, attorneys' fees, investigative fees, expert fees, and court costs) for property damage, bodily injury, or death ("Claims") arising out of or in connection with any of User's businesses, operations, occupancy, or use of the Space or any other part of the Facility, or from any act or omission of User Parties, except to the extent caused solely by the gross negligence or willful misconduct of Operator.

8. **Disclaimers of Liability.**

8.1. All personal property of User Parties in and on the Space or the Facility will be and remain therein under any and all circumstances at the sole risk of said parties and Operator will in no event be liable to any such person or party for damage to, or loss thereof. Operator does not guaranty the security or safety of User Parties. Any safety or security measures taken by Operator are to protect its own interest, and do not create any liability of Operator to User Parties.

8.2. Operator will not be liable for any personal injury to User Parties arising from the use and condition of the Space or the Facility.

8.3. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES WILL OPERATOR, ATLANTIC AVIATION FBO INC., THEIR PARENT COMPANIES, AND THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES UNDER COMMON CONTROL WITH ATLANTIC AVIATION FBO INC. ("ATLANTIC PARTIES"), OR THE AIRPORT BE LIABLE TO ANY USER PARTIES, NOR WILL USER BE LIABLE TO ANY ATLANTIC PARTIES, FOR INDIRECT, INCIDENTAL,

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CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS OR DIMINUTION IN VALUE) WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE).

9. **Anti-Bribery, Anti-Corruption.** User and User's affiliates will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, Operator or its affiliates, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decision or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery laws. User represents and warrants that neither User nor its affiliates, owners, shareholders, officers or directors own or are controlled by a "Restricted Person," which is defined as (1) the government of any country subject to an embargo imposed by the United States government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States government, or (4) individuals or entities identified by a government or legal authority with whom User or its affiliates, or Operator or its affiliates, are prohibited or restricted from dealing with, including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. User acknowledges and agrees that as part of Operator's trade sanctions policy, it will truthfully complete the OFAC Reporting Questionnaire, attached to this Agreement as Schedule 3, and that it will deliver an updated Schedule 3 to Operator upon any change to the information contained thereon throughout the Term. User agrees to return the completed questionnaire to Operator in **no less than five (5) business days prior to the Effective Date.** User represents and warrants that User is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable anti-corruption laws. If User learns that conduct has or may have occurred in violation of this Article, User will immediately notify Operator.

10. **Emergency Event Procedures.** It is the express sole obligation and responsibility of User to provide for the safety, security and evacuation of its staff and personal property (including equipment and aircraft, if any) during any approaching storm, hurricane, flood, wildfire, natural disaster, or other significant emergency event ("Emergency Event"). User will be responsible for developing an appropriate Emergency Event plan.

If User fails to evacuate its staff and personal property from the Space or Facility prior to an Emergency Event, User agrees to comply with and abide by any provisions for Emergency Event preparedness required by Operator, in Operator's sole discretion, necessary for the safety and security of the Airport, Facility, Space or neighboring aircraft and property (if any). User hereby explicitly approves in advance and waives any and all objections to any and all such plans, if any, and further grants Operator the authority to move User's personal property as Operator or the Airport deems necessary; provided, however, User remains liable for any damage resulting from User's failure to remove such personal property prior to the Emergency Event.

#### 11. **Miscellaneous.**

11.1. **Force Majeure.** Except for the payment of any sums due hereunder by User and User's obligations set forth in Article 10, neither party is liable for its failure to perform under this Agreement that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, pandemic, epidemic, strike, labor dispute, riot, insurrection, war or any other cause beyond either party's control; provided, however, should such party's inability to perform due to the force majeure continue for more than sixty (60) calendar days, either party may terminate this Agreement upon thirty (30) calendar days written notice.

11.2. **Authority.** User represents that it is fully authorized to enter into this Agreement on behalf of the User and to bind the User to the terms and conditions set forth in this Agreement.

11.3. **Notice.** Except as otherwise provided by this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers, and other communications required or permitted under this Agreement must be in writing and addressed to User and Operator (attention: General Manager) and delivered to the addresses set forth in the Summary of Terms via U.S. Mail, recognized overnight courier service, or by hand delivery (which, if to Operator, will be delivered to its general manager). Notice is deemed given three (3) business days after it is placed in the U.S. Mail, one (1) business day following delivery to a recognized overnight courier service, or



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when received by the recipient if delivered by hand. No party may contest the form of any notice that is actually received.

11.4. Non-Waiver. No delay, waiver, omission, or forbearance on the part of Operator to exercise any right or power arising from any breach or default by User under this Agreement will constitute or be deemed a waiver by Operator of any such right or power including, without limitation, the right to declare User in default hereunder for any subsequent breach. To the extent that User enjoys any sovereign or analogous immunity pursuant to any domestic laws, as the same may be amended from time to time (or the benefit of any aspect thereof) with respect to this Agreement or User's obligations hereunder, User hereby irrevocably waives such immunity.

11.5. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and will not be supplemented, amended, or modified except by a written instrument duly executed by the parties hereto. The language of this Agreement is to be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

11.6. Survival. Articles 4, 6, 7, 8 and 9, the right of Operator to collect Space Use Fees and other amounts due and owing, and such other provisions that by their nature are intended to survive termination, will survive, and continue in full force in accordance with the terms of this Agreement notwithstanding any expiration or termination of this Agreement or the Master Lease Agreement.

11.7. Choice of Law; Venue; Severability. This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Space is located without regard to its conflicts of laws rules. User and Operator hereby voluntarily submit themselves to the jurisdiction of the federal and state courts situated in the jurisdiction in which the Space is located for the resolution of any dispute arising under this Agreement, and User and Operator expressly waive any defense or claim of inconvenient forum. In the event any legal authority determines that any provision in this Agreement is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Lease Agreement, the Master Lease Agreement will govern.

11.8. Headings. The headings of the articles, paragraphs, and sections contained in this Agreement are for convenience of reference only and do not constitute a part hereof.

11.9. Counterparts. This Agreement may be executed by electronic mail or facsimile transmission, in one or more counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument.

11.10. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida and other states. Additional information regarding radon and radon testing may be obtained from Florida's county public health units and the county health agency in other states.

\* \* \*

**LICENSE AGREEMENT**

**SCHEDULE 1**

**RULES AND REGULATIONS**

[See Attached]

**LICENSE AGREEMENT**

**SCHEDULE 1**

**USER INSURANCE COVERAGE**

**Commercial General Liability:** Commercial General Liability Insurance which provides liability insurance coverage for bodily injury and property damage arising from User's use or occupancy of the Space provided for under the terms of this Agreement in an amount not less than one million dollars (\$1,000,000) each occurrence and in the annual aggregate in accordance with industry standards. Such insurance will include war risks, hijack, and other perils liability coverage to the extent such is commercially available.

**Property Insurance:** Property Insurance in sufficient coverage amounts to insure against loss of or damage to all owned, leased and/or borrowed tools, equipment and other property of User and its agents, invitees and employees and coverage as is reasonable for loss of or damage to tools, equipment, and property of third parties. Failure of the Customer to secure and maintain such insurance will not, in any manner, obligate or render Operator, its agents or employees liable for claims of User or any third party for loss of or damage to such property.

|                               |            |   |
|-------------------------------|------------|---|
| <b>Worker's Compensation:</b> | Coverage A | Workers Compensation – to statutory requirements  |
|                               | Coverage B | Employers Liability – coverage limit of not less than one million dollars (\$1,000,000) |

**Automobile Liability Insurance:** Automobile Liability Insurance to a minimum limit of five hundred thousand dollars (\$500,000) per occurrence for all of User's owned, non-owned or hired vehicles operating on or proximate to the Airport premises. If User's activities require vehicle access and/or support equipment access to any areas of the Airport where aircraft are stored, serviced, or operated, User will further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than one million dollars (\$1,000,000).

The above-referenced policies, except worker's compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of the foregoing's respective officers, directors, agents, servants, contractors, and employees as "Additional Insureds" and will include a Waiver of Subrogation in favor of Additional Insureds. Coverage will be primary and non-contributory.





### Schedule 3: OFAC Reporting Questionnaire

| ENTITY INFORMATION  |  |
|---|--|
| <b>Full Legal Name of User (Must Match Name Listed in Summary of Terms)</b><br><i>(as it appears on government issued document)</i> | CITY OF LONG BEACH                                   |
| <b>Physical address</b><br><i>(no P.O. Box or c/o)</i>  | 4100 E. DONALD DOUGLAS DR, FL 2, LONG BEACH CA 90808 |
| <b>Mailing Address</b><br><i>(if different from physical address)</i>   |  |
| <b>Aircraft Tail Number(s)</b>  |  |