

**LANDING RIGHTS AGREEMENT
LICENSE TO LAND AT
HARBOR BAY FERRY TERMINAL**

LICENSE NO. 19-001

BY AND BETWEEN

**SAN FRANCISCO BAY AREA WATER EMERGENCY
TRANSPORTATION AUTHORITY**

AND

TIDELINE MARINE GROUP

BASIC LICENSE INFORMATION

<i>License Date:</i>	_____, 2019
<i>License Number:</i>	
<i>WETA:</i>	SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY
<i>WETA's Address:</i>	Pier 9, Suite 111, The Embarcadero, San Francisco CA 94111
<i>Licensee:</i>	Tideline Marine Group
<i>Licensee's Contact Person for Notices:</i>	Charlie Gondak 415-845-5624
<i>Licensee's Address for Notices:</i>	1935 Addison St. Suite A, Berkeley CA 94704
<i>Contact Information for Licensee's Agent for Service of Process (if Licensee is a corporation, LLC, or LP):</i>	Taylor Lewis, CEO 415-339-0196
<i>License Area:</i>	Ferry terminal space at the Harbor Bay Ferry Terminal as further described in and as shown in Exhibit A attached hereto and made a part hereof, together with any and all Improvements and Alterations thereto (" Landing Site "). The Harbor Bay Ferry Terminal Parking Lot is specifically excluded from the License Area.
<i>Length of License Term:</i>	This License is part of a WETA demonstration conditionally program approved by its Board on September 6, 2018. The term of the demonstration program six months beginning on the Commencement Date.
<i>Commencement Date:</i>	_____, 2019
<i>Expiration Date:</i>	_____, 2019
<i>Permitted Activity of Demonstration Program:</i>	The License Area shall be used solely for the non-exclusive right to Land the vessel(s) listed in Exhibit B for the purpose of passenger embarkation and debarkation at the Landing Site pursuant to the Schedule set forth in Exhibit C and for no other purpose. Exhibit B shall list all vessels which will land at the Landing Site, including the name, the US Coast Guard number, the length overall (LOA) and the capacity of the vessels and include a current copy of the US Coast Guard Certificate for each

vessel. Each vessel listed in **Exhibit B** must comply with the terms and conditions in Section 3 of this License. Changes to the vessel listed in **Exhibit B**, including without limitation the addition of back up vessels and special excursion vessels, may be made with written notice to WETA delivered to WETA not less than 24 hours prior to such change in vessel, which notice must include all of the information required by Section 3 of this License. **Exhibit B** and any additions thereto shall be subject to WETA's approval in its sole and absolute discretion.

WETA, in its sole discretion, without incurring any liability to Licensee, shall have the right to permanently or temporarily close, revise or modify the Landing Site upon reasonable notice to Licensee and without amendment or modification of this License. Licensee shall comply with any such revisions or modifications and failure to do so will be a material default of this License.

All activities under this License must be conducted in compliance with the operational requirements and restrictions set forth in Sections 7 and 8. Licensee shall assure compliance in respect to access and other requirements under ADA. Authority to use ramps not owned by WETA at a License Area is subject to the prior authorization of the owner.

The following terms and conditions apply to each category described below:

Commuter Landings at Ferry Terminals: San Francisco Bay Ferry Commuter Ferries, defined as ferries that are providing scheduled service, shall conduct Landings and shall have the priority use of the Landing Site.

Schedule. Attached as **Exhibit C** is the schedule of approved landings of Licensee's vessel pursuant to this License. WETA may condition the Landing upon terms as specified by WETA, including, without limitation, times and duration for each such Excursion Landing. Licensee Landings are prohibited from landing at the same time or fifteen (15) minutes prior to and five (5) minutes after a scheduled WETA public ferry departure and shall not otherwise interfere with any WETA public ferry landings or other licensees using the Landing Site.

In no event shall the Licensee allow its patrons to park cars in the Harbor Bay Ferry Terminal Parking Lot. Licensee will provide parking for its patrons at an offsite parking facility and will provide a shuttle service to bring patrons to the ferry terminal.

Landing Fees		
Type of Service	Fees	Payment
Landing Fee	Licensee shall pay a fee of \$28 per Landing (" Base Fee ").	By Check, along with Monthly Operations Report, due by the 10th of each month;
<i>Application Fee</i>	\$1,500	
<i>Security Deposit:</i>	Five Thousand Dollars (\$5,000.00), which may be returned to Licensee in whole or part following WETA's survey of its facility following the License period. Any owed amounts, as well as the cost of any necessary repairs caused by Licensee's operations, excluding normal wear tear, shall be deducted from the amount of the deposit. The retention of the deposit or any portion thereof is without prejudice to any claim for damages or injury caused by Licensee and is not a cap on any recovery.	
<i>Cure Period where applicable:</i>	24 Hours	
<i>Mutual Cooperation:</i>	<p>Licensee shall cooperate with WETA, other licensees and users of the Landing Site and approaches thereto, and will not unreasonably interfere with their operations.</p> <p>Nothing in this License shall obligate WETA to provide a WETA representative at any Landing Site, nor shall such presence obligate WETA, its officers, employees or agents to take any action whatsoever. Licensee agrees that WETA, its officers, employees and agents shall not be responsible for regulating traffic or otherwise supervising or overseeing Licensee's activities at the Landing Site. In those instances where WETA, in its discretion, has provided an agent at the Landing Site, such agent shall have the discretion to order Licensee's vessel(s) to vacate the Landing Site if it exceeds the time allowed for an approved Landing or causes a disruption.</p>	
<i>Other Information:</i>	This License is conditioned upon receipt of approvals and permissions by the City of Alameda and the Harbor Bay Isle Associates, landowners of real property at or near the Landing Site.	

License To Use Property

1. **BASIC LICENSE INFORMATION.** This License to Use Property, dated for reference purposes only as of the License Date set forth in the Basic License Information, is by and between the San Francisco Bay Area Water Emergency Transportation Authority ("WETA"), as licensor, and Tideline Marine Group as licensee ("Licensee"). The Basic License Information and the Exhibits attached hereto are hereby incorporated by reference into this License and shall be construed as a single instrument and referred to herein as this "License."

2. **GRANT OF LICENSE.** In consideration of the stated conditions and agreements, WETA hereby grants permission to Licensee to carry on the Permitted Activity within the License Area described in *Exhibit A*, using the vessel or vessels identified in *Exhibit B* and in accordance with the Schedule of Landings described in *Exhibit C*, which Exhibits are attached hereto ("Permitted Activity").

3. **VESSEL OPERATION; SECURITY.**

3.1 **Coast Guard Certificates.** The effectiveness of this License is expressly conditioned upon Licensee maintaining a US Coast Guard Certificate for each vessel to be landed at the Landing Site, including any back up vessel. If such certificates are not obtained by the Commencement Date or are revoked, terminated, or expire at any time thereafter, this License shall be null and void and of no effect as to any vessel for which the US Coast Guard Certificate has been revoked, terminated or expired (except for those provisions which, by their terms survive the expiration or earlier termination of this License) and *Exhibit B* will be amended to delete that vessel or vessels without further action by WETA.

3.2 **Maritime Transportation Security Act of 2002.** Licensee must operate in full compliance with the security requirements set forth in this section and in *Exhibit D*. In particular, and without limitation, Licensee must (i) submit the Declaration of Security form attached as *Exhibit E* as a condition of effectiveness of this License (ii) at all times when operating under this License, any vessel to be landed at the Landing Site must have on board at least one crew member with a Transportation Security Worker Credential (TWIC); (iii) immediately report any security incidents to the designated representative of The Blue & Gold Fleet as set forth in *Exhibit D*. Licensee is responsible for ensuring that *Exhibit E* remains current, listing the Company Security Officer ("CSO") by name and position, cell phone number of the CSO and a 24 hour contact number.

3.3 **Security.** Licensee is solely responsible for providing security on each vessel and adjacent to the vessel extending to the entire Landing Site throughout the duration of each landing.

4. **TERM; REVOCABILITY.** License is a revocable, personal, non-assignable, non-exclusive, and non-possessory privilege to enter and use the License Area for the Permitted Activity only on a temporary basis that commences on the Commencement Date and expires on the Expiration Date specified in the Basic License Information ("Term") unless sooner terminated pursuant to the terms of this License.

Without limiting any of WETA's rights hereunder, by initialing below, Licensee agrees and acknowledges that WETA may, in its sole and absolute discretion, revoke or terminate this License at any time prior to the Expiration Date, without cause and without obligation to pay any consideration to

Licensee ("WETA's Termination Right"). Failure of Licensee to initial below shall in no way affect or hinder WETA's Termination Right.

Initials: Licensee: TL

5. FEES.

5.1 *Payment of Fees.*

(a) Licensee shall pay the Fees in the amount and manner as set forth in the Basic License Information. All Fees shall be paid to WETA, without prior demand and without any deduction, setoff or counterclaim whatsoever. Without limiting its right to revoke or terminate this License or any of its other rights hereunder, WETA may increase any Fee at any time. The Base Fee for Excursion Landings and all other sums payable by Licensee, including without limitation, any additional charges and late charges, are referred to collectively as "Fees."

(b) Acceptance by WETA of any monies paid to WETA by Licensee as Fees based on any Monthly Statement or Annual Statement shall not be an admission of the accuracy of said Monthly Statement or Annual Statement or the amount of such payment.

6. PERMITTED ACTIVITY; SUITABILITY OF LICENSE AREA; OPERATIONAL REQUIREMENTS.

6.1 The License Area shall be used and occupied only for the Permitted Activity specified in the Basic License Information and for no other purpose. If the Basic License Information limits the times and location of the activities permitted hereunder, then Licensee shall not conduct the activity at times and locations other than at the times and locations hereinabove specified unless express prior written permission is granted by WETA. Persons subject to this License must comply with the directions of WETA's employees and agents.

6.2 Licensee acknowledges that WETA has made no representations or warranties concerning the Landing Site, including without limitation, its suitability for the Permitted Activity, or its seismological condition. By entering onto the License Area under this License, Licensee shall be deemed to have inspected the Landing Site and accepted them in their "As Is" condition and as being suitable for the conduct of Licensee's activity thereon. Licensee assumes all responsibility to ensure the safety and compatibility of the License Area for use with its vessels listed in *Exhibit B*.

6.3 WETA shall have the full right and authority to make, revoke, impose, and amend any rules and regulations pertaining to and reasonably necessary for the proper use, operation and maintenance of the Landing Site. If no rules and regulations currently exist for the Landing Site, Licensee agrees to be bound by any rules and regulations WETA later imposes on the Landing Site. Licensee also acknowledges that WETA's exercise of any of its rights regarding the License Area and other WETA property in the vicinity of the License Area will not entitle Licensee to any abatement or diminution of Fees.

6.4 *Operational Requirements.*

(a) **Safety Notifications.** Licensee will promptly notify WETA and WETA vessels using the facility if any situation at the facility presents a safety hazard to the vessels, personnel or passengers.

(b) Sufficient Personnel. Licensee shall have sufficient personnel to immediately and efficiently secure the vessel to the Landing Site, to control Licensee's passengers, to provide for safe embarkation and debarkation and to direct Licensee's passengers to and from the Landing Sites. Licensee must provide a staff member shoreside during operations at the Landing Site to monitor conditions at the Landing Site.

(c) Litter Trash and Spills. Licensee shall keep the Landing Site free and clean of litter, spills and other debris generated by the Licensee or the Licensee's passengers. Garbage/Litter containers at the facility are not to be used for disposal of refuse generated from the Licensee vessel. Licensee shall use its best efforts to ensure that there is no smoking, drinking, eating or loitering by Licensee or the Licensee's passengers at the Landing Site.

(d) Mooring. Licensee shall provide and use its own mooring lines secured to cleats, bitts and shackles. Mooring lines shall not interfere with WETA operations. Licensee is not to adjust or remove WETA mooring lines.

(e) Security Gates and Passenger float walkways and brow ramps. At the conclusion of each Landing, Licensee shall be responsible for closing security gates to the public and for properly securing the landing float walkways and brow ramps.

(f) Reporting Accidents. Licensee shall notify WETA in writing of any incident or accident involving personal injury or personal property damage which occurs on or in proximity of a Landing Site. Such notice shall be given within twenty-four (24) hours after said incident or accident occurs. Failure to timely report such incidents or accidents shall constitute a material default under this License.

(g) Licensee may not offer or provide regularly scheduled ferry service to the general public at any WETA facility, including the Landing Site.

(h) Licensee may not land at the Landing Site at the same time or 15 minutes prior to and 5 minutes after a regularly scheduled WETA public ferry departure. See *Exhibit C* for the permitted schedule of Licensee operations.

(i) Licensee may not operate on days where Licensee or WETA in its reasonable discretion determine that conditions are not safe for boarding or landing due to conditions including but not limited to inclement weather with strong currents, wind or waves.

(j) Licensee's vessels will be outfitted with a boarding ramp that allows for direct alignment with the gangway at the Landing Site.

(k) Licensee will make best efforts to minimize the risk of labor disputes and will comply with all applicable local living wage ordinances.

7. PROHIBITED USES; ADDITIONAL REQUIREMENTS.

7.1 *Prohibited Uses.*

(a) Licensee shall use the License Area solely for Permitted Activity and for no other purpose.

(b) Use that is not in accordance with Section 6.4 or otherwise in violation of this Permit is considered a Prohibited Use. In addition, the following are considered a Prohibited Use: waste, nuisance or unreasonable annoyance to WETA, its other licensees, tenants, or the owners or occupants of adjacent properties; any action or inaction that could cause damage to a Landing Site; interference with WETA's use of its property or obstruction of scheduled ferry service; and any activity which will in any way affect or cause a cancellation of, any insurance policy required under this License, or any part thereof.

(c) **Passenger Capacity.** Licensee shall not transport passengers in excess of the passenger capacity as stated in a vessel's U. S. Coast Guard Certificate of Inspection.

(d) In the event WETA determines that a Prohibited Use or Prohibited Uses are occurring, then Licensee shall immediately cease the Prohibited Use(s) and shall pay to WETA an additional charge in the amount of Three Hundred Dollars (\$300) upon delivery of written notice to Licensee to cease the Prohibited Use ("Notice to Cease Prohibited Use"). In the event WETA determines in subsequent inspection(s) of the License Area that Licensee has not ceased the Prohibited Use, then Licensee shall pay to WETA an additional charge in the amount of Four Hundred Dollars (\$400) for each additional Notice to Cease Prohibited Use delivered to Licensee. The parties agree that the charges associated with each Notice to Cease Prohibited Use, if applicable, represent a fair and reasonable estimate of the administrative cost and expense which WETA will incur by reason of Licensee's failure to comply with the applicable Notice to Cease Prohibited Use and that WETA's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights under this License, at law or in equity, including WETA's right to terminate this License.

7.2 Additional Requirements

(a) Licensee shall regularly report to WETA operating and ridership data for any Permitted Activity, as specified by WETA. Monthly Operations Report, due by the 10th of each month;

- Vessel name
- ridership counts, trip, day and time
- Number of landings completed by day and monthly total
- Number of missed scheduled landings and reason

Include in the monthly report non-conformance events for any of the following:

- Interference or delay of WETA scheduled ferry service
- Excessive noise or light glare from vessel
- Vessels operating outside of marked channel or failing to maintain safe distance from eel grass beds to the south of the access channel
- Vessel speed near shore in excess of 7-8 knots within 1,000 feet from the shoreline
- Propeller thrust near shore. Propeller thrust shall be kept to a minimum within 900 feet from shore.

- Bilge, waste or trash discharge at or near the Harbor Bay Ferry Terminal

(b) In the performance of any Permitted Activity, Licensee shall demonstrate a comparable level of customer service and dedication to a positive customer experience as WETA's public ferry services.

(c) [Additional requirements per HBIA and/or City]

8. COMPLIANCE WITH LAWS. Licensee, at Licensee's sole cost and expense, must comply with all federal, State, and local laws, rules, and regulations applicable to the License and the use of the Landing Site, including but not limited to all rules and regulations of WETA, all US Coast Guard regulations, and all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), commencing at 42 U.S.C. Section 12101; Section 504 of the Rehabilitation Act of 1973, as amended, codified at 29 U.S.C. Section 794; Section 16 of the Federal Transit Act; 49 U.S.C. Sections 5332; and implementing regulations, the Unruh Civil Rights Act and the California Disabled Persons Act, as such laws and regulations may be amended. Licensee must operate under this License in compliance with, and in a manner that does not subject WETA to liability under, state and federal laws protecting the rights of persons with disabilities. WETA strives to ensure accessibility to all public facilities and services for persons with disabilities, beyond the requirements of the law wherever possible. Therefore, the Licensee shall be responsible for operating under this License in a manner that complies with or exceeds the 2008 Revised Draft Passenger Vessels Accessibility Guidelines dated June 26, 2008. The obligations of the Licensee to indemnify, keep and save harmless, and defend WETA and the Indemnified Parties as set forth in section 12 of the License include, without limitation, the obligation to indemnify, keep and save harmless, and defend WETA and the Indemnified Parties against any third-party claims or enforcement proceedings alleging that Licensee's vessels and/or its operation under this License is inaccessible to persons with disabilities.

9. DAMAGES.

9.1 Damage.

(a) **Reporting Damage.** If the Licensee damages a Landing Site, Licensee shall take immediate steps to mitigate the damage to prevent injury or further damage. Licensee shall notify WETA immediately but in no event more than three (3) hours after the occurrence of such damage.

(b) Licensee shall be responsible for any and all damage, other than normal wear and tear, incurred during the Term hereof which arises out of or in connection with Licensee's, its Agents', employees', contractors' or invitees', use of the Landing Site or approaches thereto. WETA may, in its sole and absolute discretion, elect to repair the same itself or require Licensee to repair the same, all at Licensee's sole cost and expense. Upon receipt of any invoice from WETA for costs incurred by WETA related to any repair performed by WETA in accordance with this Section, Licensee shall immediately reimburse WETA therefore. If the cost (including, but not limited to, salaries of WETA staff and attorneys' fees) of any such anticipation action made at Licensee's expense is in excess of Two Thousand Dollars (\$2,000), then Licensee shall pay to WETA an administrative fee equal to ten percent (10%) of the total "hard costs" of the work. "Hard costs" shall include the cost of labor and materials and installation, and shall include any costs associated with design, such as architectural fees. With respect to any work where the total hard costs of such work are less than Two Thousand Dollars (\$2,000) Licensee shall pay to WETA an administrative fee of Two Hundred Dollars (\$200).

(c) If WETA determines that Licensee must perform any needed repairs, Licensee may not make or cause or suffer to be made any repairs or other work for which a permit is required by an applicable building code, standard or regulation without first obtaining WETA's prior written consent and a permit therefore. This provision shall survive the expiration or earlier termination of this License.

10. INSURANCE.

10.1 Required Insurance. Licensee shall maintain throughout the Term, at Licensee's expense, insurance as follows:

(a) Worker's compensation insurance as required by Laws, U.S. Longshore and Harborworker's Act Insurance and Jones Act insurance with employer's liability limit not less than Five Million Dollars (\$5,000,000) for each accident, on employees eligible for each. Licensee's insurance must be from a carrier with an A M Best rating of A-7 or better; must be statutory in nature; must include USL&H on an "if any basis", with E L coverage of \$5,000,000.00. In the event Licensee is self-insured, it shall furnish Certificate of Permission to Self Insure signed by Department of Industrial Relations, Administration of Self Insurance, Sacramento, California.

(b) Comprehensive or commercial general liability insurance or Marine General Liability, with limits not less than Five Million Dollars (\$5,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broad form property damage, wharfingers liability, terminal operators liability, personal injury, products and completed operations, fire damage and legal liability with limits not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) and explosion, collapse and underground (XCU) coverage during any period in which Licensee is conducting any activity on or Alteration or Improvement to the License Area with risk of explosion, collapse or underground hazards. If a Comprehensive or Commercial General Liability policy is used, it shall not contain any marine exclusions.

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, as applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Licensee's activity on, in or around the License Area. If parking is a Permitted Activity under this License, Licensee must obtain, maintain, and provide to WETA upon request evidence of personal automobile liability insurance for persons parking vehicles at the License Area on a regular basis, including without limitation Licensee's Agents and Invitees.

(d) Watercraft Liability Insurance acceptable to WETA, with limits not less than Five Million Dollars (\$5,000,000) per each occurrence, including coverages for owned and non-owned watercraft.

(e) Vessel Pollution Liability Insurance with combined single limit of Two Million Dollars (\$2,000,000.00) each claim, Five Million Dollars (\$5,000,000.00) aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a one-year extended reporting period.

(f) Hull and Machinery Protection and Indemnity Insurance in a form and with limited acceptable to WETA.

(g) Bumpershoot liability in the amount of Nine Million Dollars (\$9,000,000.00) each occurrence in excess of the primary limits specified above covering all legal liability for personal injury, bodily injury or death to passengers and crew; property damage; and pollution and environmental liability, which may arise out of the services.

(h) Other Coverage. Such other insurance as required by Law or as WETA's Risk Manager may require which is reasonable and customary for comparable risks in similar circumstances.

10.2 Claims Made Policy. Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the Term and, without lapse, for two (2) years beyond the expiration of this License, to the effect that, should occurrences during the Term give rise to claims made after expiration of this License, such claims shall be covered by such claims-made policies.

10.3 Annual Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provide that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

10.4 Additional Insureds. Liability policies shall be endorsed to name as additional insureds "WETA and the City of Alameda and their respective officers, directors, employees and agents, Harbor Bay Isle Associates (HBIA), Harbor Bay Business Park Association (HBBPA) and Blue and Gold Fleet (BG)."

10.5 Payment of Premiums. Licensee shall pay all the premiums for maintaining all required insurance.

10.6 General Insurance Matters.

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to WETA at the address for Notices specified in the Basic License Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this License, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to WETA, shall be furnished to WETA promptly upon request, along with complete copies of policies.

(d) All insurance policies required to be maintained by Licensee hereunder shall be issued by an insurance company or companies reasonably acceptable to WETA with an AM Best rating of not less than A-VIII and authorized to do business in the State of California. Licensee's compliance with this Section shall in no way relieve or decrease Licensee's liability under this License.

11. DEFAULT BY LICENSEE; REMEDIES.

11.1 *Event of Default.* The occurrence of any one or more of the following events shall constitute a default by Licensee: Failure by Licensee to pay when due any Fees and/or all other charges due hereunder; or

(b) Failure to perform any other provisions of this License, if the failure to perform is not cured within the Cure Period set forth in the Basic License Information after WETA has given notice to Licensee.

(c) Without the prior written consent of WETA, an assignment, or attempted assignment, of this License by Licensee;

(d) Either (i) the failure of Licensee to pay its debts as they become due, the written admission of Licensee of its inability to pay its debts, or a general assignment by Licensee for the benefit of creditors; or (ii) the filing by or against Licensee of any action seeking reorganization, arrangement, liquidation, or other relief under any Law relating to bankruptcy, insolvency, or reorganization or seeking the appointment of a trustee, receiver or liquidator of Licensee's or any substantial part of Licensee's assets; or (iii) the attachment, execution or other judicial seizure of substantially all of Licensee's interest in this License.

(e) Failure to report an incident or accident involving personal injury or personal property damage pursuant to Section 9.1 or Section 6.4(c).

(f) Failure to report to WETA any damage to the Landing Site or to perform or pay for such damage as directed by WETA acting in accordance with this License.

11.2 *WETA's Remedies.* Upon default by Licensee, WETA shall, without further notice or demand of any kind to Licensee or to any other person, and in addition to any other remedy WETA may have under this License and at law or in equity, have the ability to immediately terminate this License and Licensee's right to use the License Area. Upon notice of any such termination, Licensee shall immediately vacate and discontinue its use of the License Area and WETA may take any and all action to enforce Licensee's obligations.

12. INDEMNITY AND EXCULPATION.

12.1 *Indemnity.* Licensee shall Indemnify WETA, City of Alameda, Harbor Bay Business Park Association, Harbor Bay Isles Associates, Blue and Gold Fleet, and their officers, directors, employees and agents (collectively, the "Indemnified Parties") from, and, if requested, shall defend them against any and all liabilities, injuries, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind (collectively, "Claims") arising directly or indirectly out of: (a) any injury to or death of any person, including but not limited to Agents and Invitees of Licensee, or damage to or destruction of any property occurring in, on or about the License Area, or any part thereof, or the approaches thereto from Licensee's exercise of its rights pursuant to this License, (b) any failure by Licensee in the observance or performance of any of the terms, covenants or conditions of this License, (c) labor disruptions that involve Licensee's employees and that interfere with WETA operations, or (d) the use, occupancy or condition of the License Area by the Licensee, its Agents or invitees or the activities therein or the approaches thereto by Licensee or its Agents or Invitees. This Indemnity shall be enforceable regardless of the active or passive negligence of any of the Indemnified Parties, and regardless of whether liability

without fault is imposed or sought to be imposed on any of the Indemnified Parties. This Indemnity shall be enforceable except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this License. This Indemnity includes all Claims, loss predicated in whole or in part, upon active or passive negligence of any of the Indemnified Parties. This Indemnity shall exclude Claims resulting solely and exclusively from the negligence or willful misconduct of WETA which is not contributed to by any act of, or by any omission to perform some duty imposed by Law or agreement on Licensee or its Agents or Invitees.

In addition to Licensee's obligation to Indemnify the Indemnified Parties, Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any claim that actually or potentially falls within this Indemnification provision, even if the allegations are or may be groundless, false or fraudulent. Licensee's obligation to defend shall arise at the time such Claim is tendered to Licensee by any of the Indemnified Parties and shall continue at all times thereafter.

The foregoing Indemnity obligation of Licensee includes Indemnification from all loss and liability, including attorneys' and consultants' fees, court costs, investigation and remediation costs, all other reasonable costs and expenses incurred by the Indemnified Parties, damages for decrease in the value of the License Area, and Claims for damages or decreases in the value of adjoining property. Licensee's Indemnification obligation shall begin from the first notice that any Claim or demand is or may be made. The provisions of this Section shall survive the expiration or earlier termination of this License.

12.2 Exculpation. Licensee, as a material part of the consideration to be rendered to WETA, hereby waives any and all Claims against the Indemnified Parties, and agrees to Indemnify the Indemnified Parties from any Claims for damages to goods, wares, goodwill, merchandise, equipment, business opportunities and persons in, upon or about the License Area for any cause arising at any time, including without limitation all Claims arising from the joint or concurrent, active or passive, negligence of the Indemnified Parties, but excluding any intentionally harmful acts committed solely by WETA.

12.3 Effect of Waivers. Licensee, on behalf of itself and its Agents, hereby fully and irrevocably releases, discharges, and covenants not to sue or to pay the attorneys' fees and other litigation costs of any party to sue, WETA, or any and all of the Indemnified Parties with respect to any and all Claims arising directly or indirectly from the actual or alleged facts or circumstances of the process leading to this License prior to the Commencement Date.

Licensee understands and expressly accepts and assumes the risk that any facts concerning any and all Claims released in this License might be found later to be other than or different from the facts now believed to be true, and agrees that the releases in this License shall remain effective. Therefore, with respect to all Claims released in this License, Licensee waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

PLACING ITS INITIALS BELOW, LICENSEE SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASE MADE ABOVE AND THE FACT THAT LICENSEE WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF

THE RELEASE AT THE TIME THIS LICENSE AGREEMENT WAS MADE, OR THAT LICENSEE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, BUT DECLINED TO DO SO.

Initials: Licensee: _____

12.4 *Hazardous Materials Indemnification.*

(a) In addition to its obligations under Section 12.1 (Indemnity), Licensee, for itself and on behalf of its Agents and Invitees, agrees to Indemnify the Indemnified Parties from any and all Claims and Hazardous Materials Claims that arise as a result of: (i) any Hazardous Material Condition, except where caused by the Indemnified Parties' sole willful misconduct; and (ii) Licensee's exacerbation of any Hazardous Material Condition.

(b) For purposes of this License, the following terms have the following definitions:

(i) "Hazardous Material" means any substance, waste or material that is now or in the future designated by any regulatory agency to be capable of posing a present or potential risk of injury to human health or safety, the environment or property. This definition includes anything designated or defined in any environmental law as hazardous, hazardous substance, hazardous waste, toxic, pollutant, or contaminant; any asbestos, ACMs, or PACMs, whether or not part of the structure of any existing improvements on the License Area, any improvements to be constructed on the License Area by or on behalf of Licensee, or occurring in nature; and other naturally occurring substances such as petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

(ii) "Hazardous Material Claim" means any environmental regulatory action or any claim made or threatened by any third party against the Indemnified Parties, or the License Area relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence or release of any Hazardous Materials, including, without limitation, losses based on common law. Hazardous Material Claims include without limitation, investigation and remediation costs, fines, natural resources damages, damages for decrease in value of the License Area or any other WETA property, the loss or restriction of the use of any amenity of the License Area or any other WETA property, and attorneys' fees and consultants' fees and experts' fees and costs.

(iii) "Hazardous Material Condition" means the presence, release, or threatened release of Hazardous Materials in, on or about the License Area, or any other WETA property, or the environment, or from any vehicles or vessels Licensee, or its Agents or invitees uses during Licensee's occupancy of the License Area.

(c) Licensee's obligation to Indemnify the Indemnified Parties includes: (i) costs incurred in connection with any Investigation or Remediation requested by WETA or required by any Environmental Regulatory Agency and to restore the affected area to its condition before the Release; (ii) damages for diminution in the value of the License Area and other affected property; (iii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the License Area and other affected property; (iv) damages arising from any adverse impact on marketing the space; (v) sums paid in settlement of Claims, Hazardous Materials Claims, Environmental Regulatory Actions, including fines and penalties; (vi) natural resource damages; and (vi) attorneys' fees, consultant fees, expert fees, court costs, and all other litigation, administrative or other judicial or quasi-judicial proceeding expenses. If WETA pays any costs within the scope of this Section, Licensee must reimburse WETA for WETA's

costs, plus interest at the Interest Rate from the date WETA incurs each cost until paid, within three (3) business days after WETA's payment demand.

(d) Licensee's obligations hereunder shall survive the expiration or earlier termination of this License.

13. IMPROVEMENTS AND ALTERATIONS. Licensee shall not make, nor suffer to be made, alterations or improvements to the License Area without the express written consent of WETA.

14. SURRENDER. The License Area shall be surrendered clean, free of debris, waste, and Hazardous Materials, and free and clear of all liens and encumbrances.

If Licensee fails to surrender the License Area as required by this Section, Licensee shall Indemnify WETA from all damages resulting from Licensee's failure to surrender the License Area, including, but not limited to, any costs of WETA to enforce this Section and any Claims made by a succeeding licensee or tenant resulting from Licensee's failure to surrender the License Area as required together with, in each instance, reasonable attorneys' fees and costs.

Licensee's obligation under this Section shall survive the expiration or earlier termination of this License.

15. ATTORNEYS' FEES; LIMITATIONS ON DAMAGES.

15.1 *Litigation Expenses.* The prevailing party in any action or proceeding (including any cross complaint, counterclaim or bankruptcy proceeding) against the other party by reason of a claimed default, or otherwise arising out of a party's performance or alleged non-performance under this License, shall be entitled to recover from the other party its costs and expenses of suit, including but not limited to, reasonable attorneys' fees, which fees shall be payable whether or not such action is prosecuted to judgment. "**Prevailing party**" within the meaning of this Section shall include, without limitation, a party who substantially obtains or defeats, as the case may be, the relief sought in the action, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense. Attorneys' fees under this Section shall include attorneys' fees and all other reasonable costs and expenses incurred in connection with any appeal.

15.2 For purposes of this License, reasonable fees of attorneys shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience (calculated by reference to earliest year of admission to the bar of any state) who practice in San Francisco in law firms with approximately the same number of attorneys as employed by the attorneys performing the services.

15.3 *Limitation on Damages.* Licensee agrees that Licensee will have no recourse with respect to, and WETA shall not be liable for, any obligation of WETA under this License, or for any Claim based upon this License. Licensee's execution and delivery hereof and as part of the consideration for WETA's obligations hereunder Licensee expressly waives all such liability.

15.4 *Non-Liability of WETA Officials, Employees and Agents.* No elective or appointive board, commission, member, officer, employee or other Agent of WETA shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by WETA for any amount which may become due to Licensee, its successors and assigns, or for any obligation of WETA

under this License. Under no circumstances shall WETA or its Agents be liable under any circumstances for any consequential, incidental or punitive damages.

15.5 *Limitation on WETA's Liability Upon Transfer.* In the event of any transfer of WETA's interest in and to a ferry terminal facility, WETA (and in case of any subsequent transfers, the then transferor), subject to the provisions hereof, will be automatically relieved from and after the date of such transfer of all liability with regard to the performance of any covenants or obligations contained in this License thereafter to be performed on the part of WETA, but not from liability incurred by WETA (or such transferor, as the case may be) on account of covenants or obligations to be performed by WETA (or such transferor, as the case may be) hereunder before the date of such transfer.

16. *SIGNS AND ADVERTISING.* Licensee shall not have the right to place, construct or maintain any advertisement, notice, business signage, awning or other exterior decoration on the Landing Site or approaches thereto License Area without WETA's prior written consent. Nor may Licensee refer to WETA, or use any WETA logo for any commercial or public relations purpose without WETA's prior written consent. Licensee must submit for WETA advance approval all marketing materials describing service to the Landing Site and must in particular ensure that all such marketing materials accurately represents the service as charter or reservation-based water taxi service and not regularly scheduled ferry service open to the general public

17. *MISCELLANEOUS PROVISIONS.*

17.1 *California Law.* This License is governed by, and shall be construed and interpreted in accordance with, the Laws of the State of California. WETA and Licensee hereby irrevocably consent to the jurisdiction of and proper venue in the Superior Court for the City and County of San Francisco.

17.2 *Entire Agreement.* This License contains all of the representations and the entire agreement between the parties with respect to the subject matter of this License. Any prior correspondence, memoranda, agreements, warranties, or representations, whether written or oral, relating to such subject matter are superseded in total by this License. No prior drafts of this License or changes from those drafts to the executed version of this License shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider those drafts in interpreting this License.

17.3 *Amendments.* No amendment of this License or any part thereof shall be valid unless it is in writing and signed by all of the parties hereto.

17.4 *Severability.* If any provision of this License or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

17.5 *Interpretation of License.*

(a) References in this License to Licensee's acts or omissions will mean acts or omissions by Licensee and its Agents and Invitees unless the context requires or specifically stated otherwise.

(b) Whenever an exhibit or schedule is referenced, it means an attachment to this License unless otherwise specifically identified. All exhibits and schedules are incorporated in this License by reference.

(c) Whenever a section, article or paragraph is referenced, it refers to this License unless otherwise specifically provided. The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience of reference only and must be disregarded in the construction and interpretation of this License. Wherever reference is made to any provision, term, or matter "in this License," "herein" or "hereof" or words of similar import, the reference will be deemed to refer to any reasonably related provisions of this License in the context of the reference, unless the reference refers solely to a specific numbered or lettered article, section, subdivision, or paragraph of this License.

(d) References to all Laws, including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the effective date of this License and as they are amended, replaced, supplemented, clarified, corrected, or superseded at any time during the Term or while any obligations under this License are outstanding, whether or not foreseen or contemplated by the parties. References to specific code sections mean San Francisco ordinances unless otherwise specified.

(e) The terms "include," "included," "including" and "such as" or words of similar import when following any general term, statement, or matter may not be construed to limit the term, statement, or matter to the specific items or matters, whether or not language of non-limitation is used, but will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter, and will be deemed to be followed by the phrase "without limitation" or "but not limited to."

(f) This License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters addressed. In addition, each party has been represented by experienced and knowledgeable legal counsel, or has had the opportunity to consult with counsel. Accordingly, the provisions of this License must be construed as a whole according to their common meaning in order to achieve the intents and purposes of the parties, without any presumption (including a presumption under California Civil Code § 1654) against the party responsible for drafting any part of this License.

(g) The party on which any obligation is imposed in this License will be solely responsible for paying all costs and costs incurred in performing the obligation, unless the provision imposing the obligation specifically provides otherwise.

(h) Whenever required by the context, the singular includes the plural and vice versa, the masculine gender includes the feminine or neuter genders and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of "waive" applies to "waiver," "waivers," "waived," "waiving," etc.).

(i) References to days mean calendar days unless otherwise specified, provided that if the last day on which a party must give notice, respond to a notice, or take any other action under this License occurs on a day that is not a business day, the date by which the act must be performed will be extended to the next business day.

17.6 Successors. The terms, covenants, agreements and conditions set forth in this License shall bind and inure to the benefit of WETA and Licensee and, except as otherwise provided herein, their respective personal representatives and successors and assigns.

17.7 Counterparts. For convenience, the signatures of the parties to this License may be executed and acknowledged on separate pages which, when attached to this License, shall constitute as one complete License. This License may be executed in any number of counterparts each of which shall be deemed to be an original and all of which shall constitute one and the same License.

17.8 Authority. If Licensee signs is a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee has and is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon WETA's request, Licensee shall provide WETA with evidence reasonably satisfactory to WETA confirming the foregoing representations and warranties.

17.9 No Implied Waiver. No failure by WETA to insist upon the strict performance of any obligation of Licensee under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and no acceptance of full or partial Fees during the continuance of any such breach shall constitute a waiver of such breach or of WETA's rights to demand strict compliance with such term, covenant or condition. WETA's consent to or approval of any act by Licensee requiring WETA's consent or approval shall not be deemed to waive or render unnecessary WETA's consent to or approval of any subsequent act by Licensee. Any waiver by WETA of any default must be in writing and shall not be a waiver of any other default (including any future default) concerning the same or any other provision of this License.

17.10 Attorneys' Fees. In the event of any action or proceeding in law or equity between WETA and Licensee to enforce any provision of this License or to protect or establish any right or remedy of either party to this License, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit and, if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as a part of such judgment. For purposes of this License, reasonable fees of attorneys shall be based on the fees regularly charged by private attorneys with the equivalent number of years of professional experience who practice in San Francisco in law firms with approximately the same number of attorneys as employed by the attorneys performing the services.

17.11 Time is of Essence. Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

17.12 Cumulative Remedies. All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

17.13 Survival of Indemnities. Termination or expiration of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, the ability to collect any sums due, nor shall it affect any provision of this License that expressly states it shall survive termination or expiration hereof.

17.14 Relationship of the Parties. WETA is not, and none of the provisions in this License shall be deemed to render WETA, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect

hereunder. This License is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

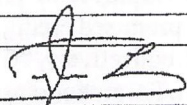
17.15 No Recording. Licensee shall not record this License or any memorandum hereof in any Official Records.

17.16 Additional Written Agreement Required. Licensee expressly agrees and acknowledges that no officer, director, or employee of WETA is authorized to offer or promise, nor is WETA required to honor, any offered or promised credit, concession, abatement, or any other form of monetary consideration (individually and collectively, "Concession") without a written agreement executed by the Executive Director of WETA authorizing such Concession.

17.17 Notices. Except as otherwise provided herein, all notices must be in writing and delivered by hand delivery or overnight delivery by a nationally recognized courier. Notices to a party must be delivered to that party's mailing address for notices given to the other party in the manner provided above. All notices shall be deemed duly delivered on the date personal delivery occurs or the business day after the business day deposited for overnight delivery. Notices may not be given by facsimile or electronic mail.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, WETA and Licensee have executed this License as of the last date set forth below:

Licensee: TIDELINE MARINE GROUP, a _____
By: _____
Name: _____
Date signed:  _____
By: _____
Name: Taylor Lewis
Title: CEO
Date signed: January 3rd, 2019

WETA: San Francisco bay area water emergency transportation authority, a
statutory regional agency

By: _____
Name: Nina Rannells
Title: Executive Director
Date signed: _____

Approved as to Form:

By: _____
Name: _____
Title: Legal Counsel to Authority
Date signed: _____

Approvals to this License are granted by the following:

City of Alameda:

By: _____
Name: _____
Title: _____
Date signed: _____

Approved as to Form


Lisa N. Maxwell
Assistant City Attorney

Harbor Bay Isles Associates:

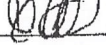
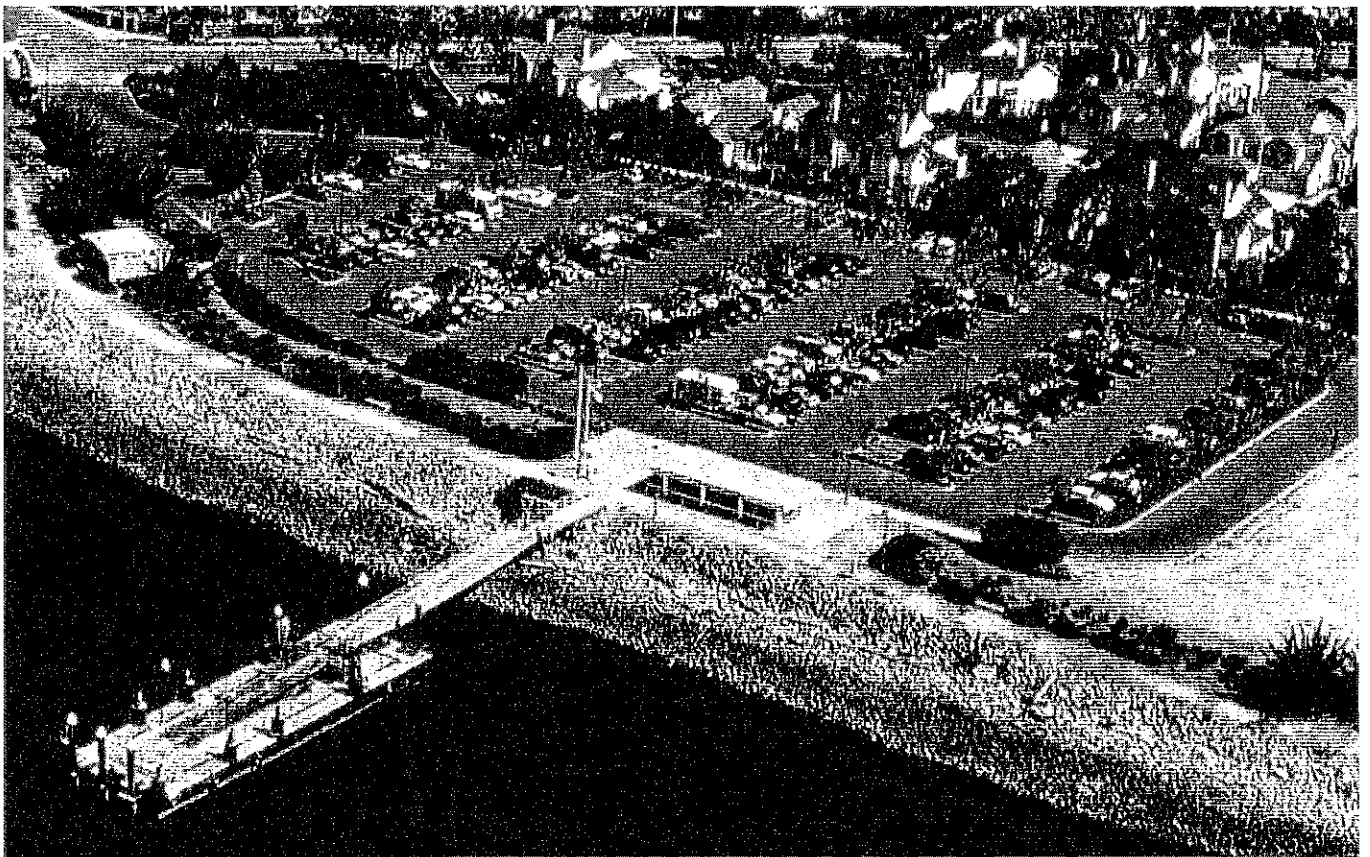
By:  _____
Name: John L. Martin
Title: Trustee RHC Revocable Trust / Davis President
Date signed: 1.3.18

EXHIBIT A
LICENSE AREA

HARBOR BAY FERRY TERMINAL MARINE FACILITIES
215 Adelpian Way, Alameda, CA 94502
Specifically Excluding Parking Lot



LICENSE NO. 19-001
Tideline Marine Group
1/3/2019

EXHIBIT B

PERMITTED VESSEL

Tideline Marine Group Vessel
OSPREY, Official Number 1185331

EXHIBIT C

SCHEDULE

[INSERT LANDING SCHEDULE]

EXHIBIT D

SECURITY REQUIREMENTS

Communication and Notification

A) General –A vessel communication policy should provide appropriate employees with a means of contacting the appropriate authorities and company officials in the event of a security incident. Emergency Contacts are located at the end of this document

B) MARSEC Level Notification and Compliance

- The CSO/VSO/FSO must ensure that when operating within a port or prior to entering a port, all measures are taken to be in compliance with the MARSEC Level in effect for the port

C) Declaration of Security (DoS)

- Each vessel owner or operator must ensure that there are measures for interfacing with facilities, docks and other vessels at all MARSEC Levels. A DoS is not required at MARSEC Level 1.
- In the case of Public Access Facility, a Declaration of Security (DoS) may be executed between the VSO and the Facility. The DOS may be signed only by the Vessel Security Officer (VSO) if no one is available at the Facility, and placed in the Security Records or documentation of the vessel, acknowledging that the vessel is responsible for all security measures onboard and adjacent to the vessel throughout the time that the vessel is moored at the Facility.

Transportation Worker Identification (TWIC) Requirements

A) General - The TWIC program goal is to prevent an unescorted individual from entering an area of a vessel or a facility that is designated as a secure or restricted area unless the individual holds a duly issued TWIC and is authorized to enter that vessel or facility.

- All persons seeking unescorted access to secure areas must present their TWIC for inspection before being allowed unescorted access, in accordance with 33 CFR 101.514:
 - Inspection must include a match of the photo on the TWIC
 - Verification of the validity of the TWIC
 - A visual check of the various security features on the card to ensure it has not been altered.

EXHIBIT E Declaration of Security Form

DECLARATION OF SECURITY (DoS)

Osprey

Harbor Bay, Alameda

Name of vessel(s)

Name of Facility
(NA if no facility is involved)

Tideline Marine Group, INC
1935 Addison Street Suite A
Berkeley CA. 94702
415-339-0196 // 415-845-5624 (24 hours)

Company name, address, and telephone
6 month from commenment date

This DoS is valid from _____ until _____, for the above vessel or vessels and waterfront facility.

ACTIVITY

(Initial blank or check N/A)
VESSEL FACILITY N/A

1. Communications established between the vessel and waterfront facility.
 - a. Means of raising alarm between vessel and waterfront facility.
 - b. Vessel/waterfront facility report; any noted security non-conformities; notify appropriate government agencies.
2. Verification of increased MARSEC level and implementation of additional protective measures.
3. Establish protocol to deal with acts that threaten either the Vessel and/or the waterfront facility.
4. Establish entity responsible for joint security when applicable.
5. Establish procedures for TWIC verification (as appropriate)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Vessel Security Officer

Facility Security Officer

Date

Date

SIGNATURE

SIGNATURE

Paul Batey

PRINT NAME

PRINT NAME