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EXHIBIT A – PREMISES
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SAN BERNARDINO COUNTY
VENDING MACHINE LICENSE AGREEMENT

This is a license between San Bernardino County ("COUNTY") as licensor, and My Healthy Penguin, LLC, ("LICENSEE"), as licensee. In this License, the COUNTY and LICENSEE are sometimes individually referred to as a "Party" and together referred to as the "Parties", with reference to the following facts:

RECITALS:

LICENSEE owns or has an interest in, operates, and services refrigerated food vending machines of various types for the sale of various foods and beverages.

COUNTY owns, or has an interest in, real property commonly known as San Bernardino County Sheriff/Coroner/Public Administrator's Department Headquarters, located at 655 E. 3rd Street, San Bernardino, CA 92415 and Sheriff's Academy Training Administration Offices, located at 18000 W. Institution Road, Devore, CA 92407 ("Premises"), as generally depicted in Exhibit "A" attached hereto and incorporated herein by this reference, on which LICENSEE desires to install and operate its smart vending refrigerated machines.

The parties agree as follows:

1. **LICENSED AREA:**

A. The COUNTY permits the LICENSEE to use a certain portion of the Premises (the "Licensed Area"), as generally depicted in Exhibit "A," "Licensed Area", attached hereto and incorporated herein by this reference, to install and operate a certain number and type of vending machine(s) specified in Exhibit "B," ("Vending Machine Listing"), attached hereto and incorporated herein by this reference. The location of the Licensed Area within the Premises will initially be as set forth in Exhibit "A" but may subsequently be relocated at the COUNTY's sole discretion within the Premises from time to time during the term of this License.

B. The Licensed Area is provided to LICENSEE in its "AS-IS" condition without any representations or warranties by COUNTY as to its condition or suitability for LICENSEE's intended use and LICENSEE expressly acknowledges that it assumes all risk in its use of the Licensed Area, including without limitation, any risk of damage or loss regardless of cause to its personal property located on the Licensed Area.

C. LICENSEE shall not remove or change the number or type of vending machines in the Licensed Areas as set forth in Exhibit "B" nor install any additional equipment or vending machines at the Licensed Area or the Premises without prior written consent from COUNTY, which consent shall be at the COUNTY's sole discretion.

2. **OPERATING REQUIREMENTS:**

A. The LICENSEE shall, at its sole cost and expense, install in the Licensed Area the number and type of vending machines set forth in Exhibit "B". LICENSEE must keep the machines supplied throughout the day with sufficient amounts of food and beverages of good quality, prepared and dispensed in conformity with all applicable state, federal, and other health and sanitation standards.

B. Said food and beverages must be available for purchase at commercially reasonable prices and sizes per portion. If the average number of persons using the vending machine service increases appreciably, the LICENSEE, at no extra cost to the COUNTY, must furnish such additional food and beverage to the vending machines as the COUNTY deems necessary and proper.

3. **PRIVILEGE NOT EXCLUSIVE:** The permission given herewith is not exclusive, and COUNTY reserves the right at any time to install, or permit to be installed by others, vending machines or equipment of a nature similar to those of LICENSEE.

4. **DURATION OF LICENSE; TERMINATION:** This License will become effective on July 1, 2026, and shall continue for five (5) years until June 30, 2031, unless earlier terminated in accordance with this License. This License may be terminated, without cause and at any time, by either party hereto giving at least thirty (30) days written notice to the other party at the address set forth in **Paragraph 14, NOTICES**, in which case all of LICENSEE's vending machines must be removed from the Licensed Area on or before the effective termination date and the COUNTY shall be entitled to the License Fee which will have been earned as of the date of termination of this License. Should the COUNTY give notice, the Director of the Real Estate Services Department (RESD) shall have the authority, on behalf of the COUNTY, to give the LICENSEE notice of any termination pursuant to this paragraph, LICENSEE agrees that it will upon any termination of this License return the Licensed Area in as good condition and repair as the Licensed Area now is or shall hereafter be put, reasonable wear and tear excluded.

5. **SERVICE CONNECTIONS:** Existing electrical service connections at the Licensed Area shall be provided by COUNTY for the operation of said vending machines and no additional cost shall be paid by LICENSEE for electricity used by said vending machines. COUNTY shall not be liable for any loss or damage incurred by LICENSEE arising from any failure or interruption, for any reason, including COUNTY's negligence, of the electrical services.

6. **LICENSE FEE:** The LICENSEE agrees to pay to the COUNTY a license fee for the Licensed Area in the amount of $0.00.

7. **ACCOUNTING:**

A**.** The LICENSEE must submit, by the tenth (10th) day of April, July, October and January of each year during the License term, a statement covering gross receipts of all the sales generated through each vending machine for the immediately preceding quarter under this License to:

SAN BERNARDINO COUNTY
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180
Attn: Fiscal Department

B. LICENSEE agrees to at all times during the term of this License, keep or cause to be kept at its principal place of business, true and complete books, records, and accounts of all financial transactions relating to the gross receipts of all sales in the operation of the vending machines. The records must be supported by documents from which the original entry of the transaction was made, including sales slips or cash receipt tapes, or both, and if any, any invoices or agreements.

C. The term "gross receipts of all sales", as used in this License, is defined as all money, cash, receipts, assets, property, or other things of value, including but not limited to gross charges, sales and fees made, or earned, and all gross sums received by LICENSEE, when collected or accrued, from any business, use or occupation, or any combination thereof, originating, transacted or performed, in whole or in part, on the Licensed Area. There shall be no deduction from the gross receipts for any overhead or expense of operation, such without limitation to, salaries, wages, cost of goods, advertising, interest, debt amortization, discount, collection, insurance and taxes, except as specifically provided for herein. Gross receipts of all sales shall not include Federal, State, Municipal or other taxes collected and paid periodically by LICENSEE to a governmental agency, accompanied by a tax return or statement (regardless of whether the amount thereof is stated as a

separate charge), but the amounts shall be shown on the books and records elsewhere required to be maintained by LICENSEE.

D. All books, records and accounts of every kind of nature kept by LICENSEE, agents or employees, licensees, or assignees, relating to the gross receipts of all sales for the vending machines under this Agreement shall at all reasonable times be open and made available for inspection or audit by COUNTY, its agents or employees, upon request. Any costs associated with making required information available to the COUNTY for all inspection or audit shall be borne solely by LICENSEE.

E. At its sole cost and expense, COUNTY shall have the right during the term to audit any or all such books, records, and accounts set forth in Paragraph 7D for the purpose of verifying the License Fee payments required to be paid to COUNTY hereunder. In the event that such audit shows that the License Fee payment due to COUNTY is greater than the amount reported or paid by LICENSEE for the period covered by the audit, by five percent (5%) or Five Thousand and 00/100 Dollars ($5,000.00) (whichever is less), the cost of said audit shall be borne by LICENSEE. Within ten (10) days after the audit report has been furnished to LICENSEE, LICENSEE shall pay to COUNTY the full amount of the cost of such audit and the amount of any underpayment, and interest at the rate of one and one-half percent (1.5%) per month from the date the License Fee should have been paid until said License Fees are paid. COUNTY shall provide LICENSEE with supporting documentation, if any, related to the audit that is reasonably requested by LICENSEE. All books, records, and accounts set forth in Paragraph 7 shall be maintained and safeguarded by LICENSEE for a period of three (3) years from and after the date of the latest entry into such book, record or account.

F. LICENSEE covenants that it will comply with, and require all its agents and employees to comply with the foregoing requirements.

8. **TITLE TO MACHINES:** The vending machines installed pursuant to and included in this License are and remain the property of the LICENSEE. The LICENSEE has the right, as the LICENSEE deems necessary, at any reasonable time to replace any of the machines so installed without affecting any of the other provisions of this License, provided that LICENSEE provide prior notice to COUNTY of such replacement.

9. **MAINTENANCE:** The LICENSEE must maintain, service, and keep the installed vending machines in good working order and condition at all times. The COUNTY agrees to provide janitorial service to the Licensed Area to keep the Licensed Area clean. The LICENSEE must keep the vending machines in a sanitary condition throughout and assumes all responsibility for the mechanical operation of the vending machines. In the event of any damage to the Licensed Area or the Premises, LICENSEE must repair any such damage caused by LICENSEE or its employees, agents, or invitees.

10. **LICENSES:** LICENSEE shall exercise all due diligence to ascertain and comply with all laws and regulations related to the License granted herein. LICENSEE must obtain and maintain current status of any and all other permits and/or licenses required by any County of San Bernardino department, local, state, and/or federal authority, which is required to engage in the use permitted herein before such use is undertaken. LICENSEE agrees to reimburse the COUNTY for any penalties or necessary expenses due to the LICENSEE's failure to obtain any of the required licenses.

11. **INSURANCE SPECIFICATIONS:**

A. The LICENSEE agrees to provide insurance set forth in accordance with the requirements herein. If the LICENSEE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the LICENSEE agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the license hereunder.

Without in anyway affecting the indemnity herein provided and in addition thereto, the LICENSEE shall secure and maintain throughout the License term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including employees and volunteers of LICENSEE providing services on behalf of the LICENSEE and all risks to such persons under this License.

If LICENSEE has no employees, it may certify or warrant to the COUNTY that is does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY'S Director of Risk Management.

If, LICENSEE is a non-profit corporation, organized under California or Federal law, volunteers for LICENSEE are required to be covered by Workers' Compensation insurance.

2. Commercial/General Liability Insurance. The LICENSEE shall carry General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

(a) Premises operations and mobile equipment.
(b) Products and completed operations.
(c) Broad form property damage (including completed operations).
(d) Explosion, collapse and underground hazards.
(e) Personal injury
(f) Contractual liability.
(g) $2,000,000 general aggregate limit.

3. Commercial Property Insurance providing all risk coverage for the building, fixtures, equipment, and all property constituting part of the Licensed Area. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

4. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the LICENSEE is transporting one or more non-employee passengers in the use of this License, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the LICENSEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

5. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

6. Subcontractor Insurance Requirements. The LICENSEE agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this License to provide insurance covering the contracted operation with the basic requirements in this **Paragraph 11** (including waiver of subrogation rights) and naming the COUNTY as an additional insured. The LICENSEE

agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

B. Additional Insured. All policies, except for the Workers' Compensation, shall contain endorsements naming the COUNTY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the use under this license hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights. The LICENSEE shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSEE and LICENSEE'S employees or agents from waiving the right of subrogation prior to a loss or claim. The LICENSEE hereby waives all rights of subrogation against the COUNTY.

D. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

E. Severability of Interests. The LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the LICENSEE and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

F. Proof of Coverage. The LICENSEE shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESD) administering the License evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESD, and LICENSEE shall maintain such insurance from the time LICENSEE commences use under the License hereunder until the end of the period of the License. Within fifteen (15) days of the commencement of this contract, the LICENSEE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G. Acceptability of Insurance Carrier. Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H. Deductibles: Any and all deductibles or self-insured retentions in excess of $10,000.00 shall be declared to and approved by County's Risk Management.

I. Insurance Review. Insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the COUNTY'S Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, the COUNTY'S Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY'S risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this License. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESD or the COUNTY.

J. Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all LICENSEE'S business activities on the Premises. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this License, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSEE to COUNTY upon demand but only for the pro rata period of non-compliance.

K. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE'S operations.

L. The LICENSEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this License to provide insurance covering such use with the basic requirements and naming the COUNTY as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

12. **INDEMNIFICATION:** The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The LICENSEE'S indemnification obligation applies to the COUNTY'S "active" as well as "passive" negligence but does not apply to the COUNTY'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

13. **SALES AND EXCISE TAXES:** The LICENSEE must pay all sales and excise taxes incident to the sales from the vending machines operated under this License. The cost of said sales or excise taxes may be deducted from gross receipts prior to calculating the payments due COUNTY under **Paragraph 6, LICENSE FEE**. The LICENSEE shall not deduct from gross receipts prior to calculating the payments due COUNTY under **Paragraph 6, LICENSE FEE**, any penalties or costs resulting from the LICENSEE's failure to promptly pay said taxes.

14. **NOTICES:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, or any other person shall be in writing and either served personally, delivered by reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by reputable overnight courier service or by postage pre-paid, first-class United States mail, certified or registered, return receipt requested. Any notices received after 5:00 pm on a business day shall be deemed effective on the immediately following business day.

LICENSEE'S address: My Healthy Penguin, LLC
11790 Sebastian Way #103
Rancho Cucamonga, CA 91730
Phone: (909) 646-0705

COUNTY'S address: San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180
Phone: (909) 387-5000

15. **ASSIGNMENT:** LICENSEE shall have no right to assign or otherwise, transfer this License or the Licensed Area in whole or in part to any other person or entity, voluntarily or involuntarily, and no such assignment or transfer is binding upon the COUNTY.

16. **LICENSEE HAS NO INTEREST OR ESTATE:** LICENSEE agrees that it does not and will not claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this license or its use of the Licensed Area hereunder. LICENSEE recognizes and understands that this license may create a possessory interest subject to property taxation and that the LICENSEE may be subject to the payment of property taxes levied on such interest.

17. **ENTIRE AGREEMENT:** This License constitutes the entire License between the parties. No modifications or waivers will be binding unless made in writing and signed by both parties.

18. **DEFAULT:** COUNTY shall have the right to immediately terminate this License and pursue all available rights and remedies if LICENSEE is in default of its obligations under this License and does not cure such default within the time period specified in the relevant provision or within ten (10) days, whichever is shorter, after notice of default from COUNTY.

19. **PUBLIC RECORDS DISCLOSURE:** All information received by the COUNTY from the LICENSEE or any source concerning this License, including the License itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 7920.000 et seq. (the "Public Records Act"). LICENSEE understands that although all materials received by the COUNTY in connection with this License are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LICENSEE has reasonably requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify the LICENSEE of the request and shall thereafter disclose the requested information unless the LICENSEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the COUNTY harmless in any/all actions brought to require disclosure. LICENSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify LICENSEE of any such disclosure request and/or releases any information concerning this License received from the LICENSEE or any other source.

20. **FORMER COUNTY OFFICIALS:** LICENSEE agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent LICENSEE. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of LICENSEE. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Officials, attached hereto and incorporated herein by this reference).

21. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorneys' fees. This paragraph

shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under **Paragraph 11, INSURANCE SPECIFICATIONS and Paragraph 12, INDEMNIFICATION, and Paragraph 19, PUBLIC RECORDS DISCLOSURE.**

22. **VENUE:** The parties acknowledge and agree that this License was entered into and intended to be performed in whole or substantial part in the County of San Bernardino, California. The parties agree that the venue for any action or claim brought by any party to this License will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings any action or claim concerning this License, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

23. **MATERIAL MISREPRESENTATIONS:** If during the course of the administration of this License, the COUNTY determines that the LICENSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this License may be immediately terminated. If this License is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

24. **INCORPORATION OF PRIOR AGREEMENT:** This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

25. **WAIVERS:** No waiver by either party of any provisions of this License shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

26. **SUCCESSORS:** This License shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

27. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

28. **CONSENT:** Unless where expressly provided otherwise in this License, whenever consent or approval of either party is required that party shall not unreasonably withhold such consent or approval.

29. **EXHIBITS:** All exhibits referred to are attached to this License and incorporated by reference.

30. **SEVERANCE:** If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this License, and all such other provisions shall remain in full force and effect provided, however, that the purpose of the License is not frustrated. It is the intention of the parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

31. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this License, will survive the termination of this License.

32. **INTERPRETATIONS:** As this License was jointly prepared by both parties, the language in all parts of this License shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

33. **COUNTERPARTS:** This License may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same

License. The parties shall be entitled to sign and transmit an electronic signature of this License (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed License upon request.

34. **AUTHORIZED SIGNATORS:** Both parties to this License represent that the signators executing this document are fully authorized to enter into this agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

END OF LICENSEE TERMS.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

My Healthy Penguin, LLC

By ►
(Authorized signature - sign in blue ink)

Name Christopher Holyfield

Title Managing Member

Dated: _____

Address 11790 Sebastian Way #103

Rancho Cucamonga, CA 91730

Approved as to Legal Form:

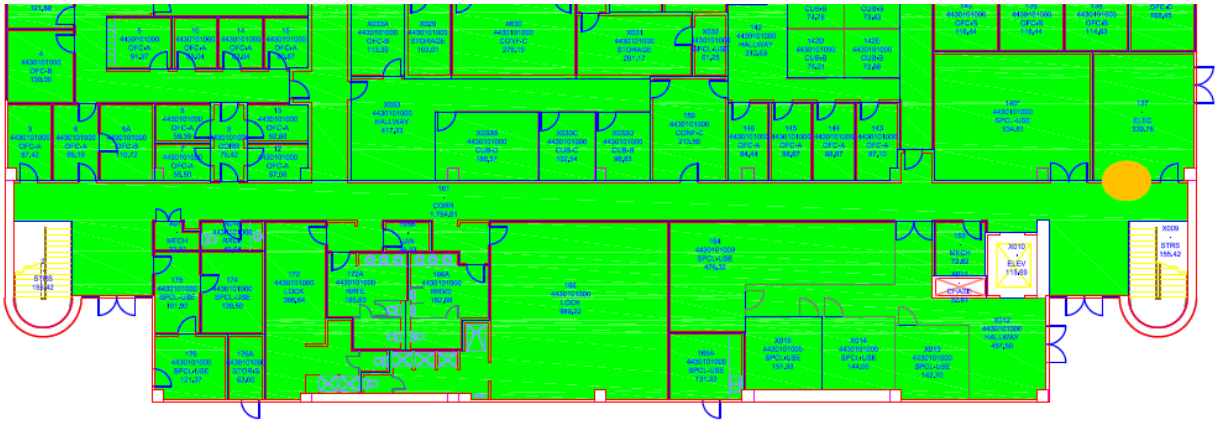
LAURA FEINGOLD, County Counsel
San Bernardino County, California

By: _____
John Tubbs II, Deputy County Counsel

Date: _____

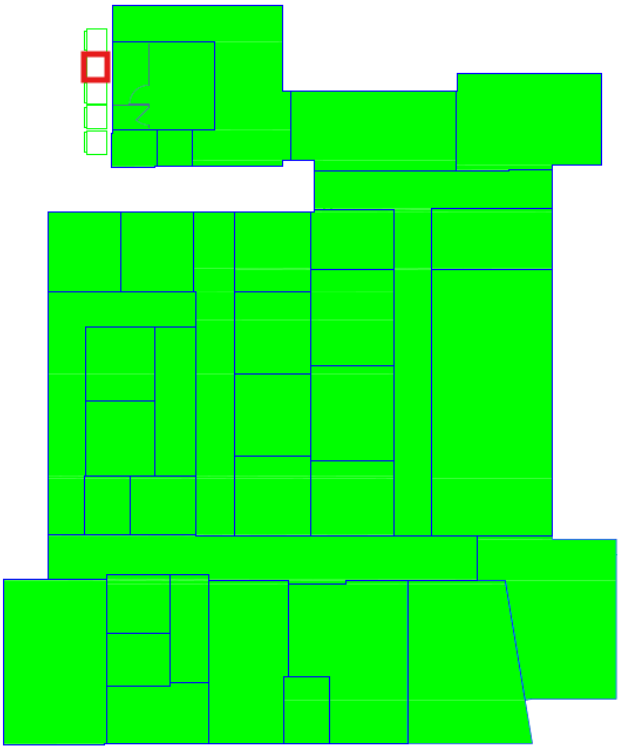
EXHIBIT A – PREMISES

First Location
655 E 3rd Street, San Bernardino, CA 92415
Vending machines to be placed in Licensed Area (Identified by Orange Circle)



SHERIFF HEADQUARTERS
655 E. 3rd St., SAN BERNARDINO, CA
CAFM No. SAB019 (D-254)
FIRST Floor
49,793.30 SF (gross) 48,733.60 SF (net)

Second Location
18000 W. Institution Road, Devore, CA 92407
Vending equipment to be placed in Licensed Area (identified by red square)



SHR - ACADEMY ADMIN OFFICES
18000 W. Institution Rd., DEVORE
CAFM No. DEV009
First Floor
7,101.51 SF (gross) 6,745.03 SF (net)

EXHIBIT B
VENDING MACHINE LIST
VENDING LICENSE AGREEMENT NO.

VENDOR: My Healthy Penguin, LLC
11790 Sebastian Way #103
Rancho Cucamonga, CA 91730
Attn: Christopher Holyfield

Telephone: (909) 646-0705

Contact Person: Christopher Holyfield, Managing Member

FIRST LOCATION/DEPARTMENT	**NO. MACHINE TYPES**
SAB019	
San Bernardino County Sheriff's Department Employee Resources Division 655 E 3rd Street San Bernardino, CA 92415	One (1) 24-inch by 24-inch smart food vending refrigerator
SECOND LOCATION/DEPARTMENT	**NO. MACHINE TYPES**
DEV009	
San Bernardino County Sheriff's Academy Administration Offices 18000 W. Institution Road Devore, CA 92407	One (1) 24-inch by 24-inch smart food vending refrigerator

Effective Date: July 01, 2026 **Termination Date**: June 30, 2031

License Fee Payments Due: If applicable, quarterly payments are due by the tenth (10th) day of April, July, October and January of each calendar year during the License term.

First License Fee Payment Due: None, $0.00 revenue due to County.

EXHIBIT "C"
LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the LICENSEE, the date the Official entered LICENSEE's employment and/or representation.

OFFICIAL'S NAME:	**REQUIRED INFORMATION**