



Wing Contract ID: [#####]
CONFIDENTIAL v.20260402

License Agreement
3400 San Pablo Dam Road
San Pablo, CA 94803
APN: 420-120-012

This agreement is made and entered into as of the date this License Agreement is fully executed and delivered (the “**Effective Date**”), by and between Licensors and Licensee (the “**License Agreement**”).

RECITALS:

A. Licensors are the owner of the Property which includes the License Area.

B. Licensors have agreed to grant Licensee an exclusive license to utilize the License Area for autonomous drone delivery service purposes for such a period of time as is specified in this License Agreement.

C. Licensors and Licensee desire to set forth in writing their respective rights and obligations with respect to the development and use of the License Area.

Site Terms and Definitions:

Parties	
Licensee:	WING AVIATION LLC, a Delaware limited liability company whose address is 3400 Hillview Avenue B4, Palo Alto, California 94304, USA
Licensors:	City of San Pablo a City in Contra Costa County, United States. Whose address is 1000 Gateway Ave, San Pablo, CA 94806
Address for Notices:	Wing Aviation LLC Attn: Wing Legal for Licensee 3400 Hillview Ave B4 Palo Alto, CA 94304, USA Additional courtesy Email for Notices: notices@wing.com and City of San Pablo Attn: Matt Rodriguez, City Manager 1000 Gateway Ave, San Pablo, CA 94806 Additional courtesy Email for Notices: mattr@sanpabloca.gov With a copy to: City of San Pablo 1000 Gateway Ave, San Pablo, CA 94806 Attn: Kieron Slaughter, Manager, Economic Development & Housing Division

	Additional courtesy Email for Notices: kieron@sanpabloca.gov
Location	
License Area	That part of the Property as outlined in Exhibit A attached to this License Agreement.
Property:	That certain parcel of land is more particularly shown for identification purposes in Exhibit A to this License Agreement and is known as 3400 San Pablo Dam Rd. San Pablo, CA 94803 located in the State of California.
State:	The State of California
Fees	
License Fee:	The monthly fee of \$4000 paid by Licensee to Licensor commencing on the License Fee Commencement Date, subject to the License Fee Abatement Period, due on the first day of the month.
Term and Dates	
License Period:	24 months from the Effective Date of this License Agreement
License Fee Commencement Date:	The date that is 90 days after the Effective Date.
Renewal Period:	An additional 24 months commencing on the first day after the expiry of the License Period or any subsequent Renewal Period.
Renewal Notice:	A written notice from Licensee to Licensor renewing the License Agreement for an additional Renewal Period, which notice must be served in writing at the Address For Notices set forth above no less than three (3) months prior to the expiration of License Period or the then existing Renewal Period.
Site Details	
Permitted Use:	The development and operation of an autonomous drone delivery service in accordance with the terms of this License Agreement and any additional conditions set forth in any Temporary Use Permit issued by the City of San Pablo.

NOW, THEREFORE, in consideration of the recitals, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee, intending each to be legally bound, hereby covenant and agree for themselves and their successors and assigns, to the following matters related to the License Area.

1. License for Use of License Area; Termination.

1.1 Grant of License. Licensors hereby grants to Licensee a license and right to the use and enjoyment of the License Area solely for the Permitted Use described herein. Licensee may permit third-party access to the License Area, including Licensee's business partners, employees, agents and independent contractors or any other persons granted access to the License Area with the express permission of Licensee, ("**Licensee's Representatives**") for fulfilling the Permitted Use under this License Agreement. The parties acknowledge that Licensee's operations require installation of specialized fencing, cabling, charging pads, and other infrastructure, and that relocation of the License Area would materially disrupt such operations. Accordingly, (a) Licensors shall have no right to relocate the License Area during the License Period without the prior written consent of Licensee, which may be withheld in Licensee's sole discretion; (b) if Licensee consents to a relocation, such relocation shall be at Licensors's sole cost and expense, including, without limitation, all reasonable costs of physically relocating Licensee's equipment and infrastructure, producing new plans and specifications, obtaining all necessary governmental and utility approvals, and restoring operations; and (c) in no event shall Licensee be obligated to suspend or discontinue its operations in the absence of a mutually agreed relocation plan.

1.2 Use of License Area. Licensors acknowledges that Licensee will develop and use the License Area for the Permitted Use. The parties expressly acknowledge and agree that: (a) the License Area shall be for the exclusive use of Licensee, and Licensors shall not grant any right of use or access to the License Area to any third party without Licensee's prior written consent; and (b) other tenants, licensees, or occupants at the Property may not conduct any drone delivery service or other aerial vehicle operations from the Property grounds that compete, in Licensee's reasonable opinion, with Licensee's drone delivery service without Licensee's prior written approval. Licensee acknowledges that, in addition to this License Agreement, Licensee is required to separately apply for, obtain, and comply with the requirement and conditions of a Temporary Use Permit pursuant to Chapter 17.64 of the San Pablo Municipal Code.

1.3 Common Areas. Licensee and Licensee's Representatives shall have the non-exclusive right, in common with Licensors and all others to whom Licensors has granted or will grant rights, including, without limitation, the general public and third-party tenants, licensees and other occupants at the Property.

1.4 Termination of License. The license granted herein shall continue from the Effective Date through to the end of the License Period unless terminated earlier for any of the following reasons: (a) by Licensors upon notification from any federal or State of California governmental agency or authority that the Permitted Use violates any applicable laws, rules, or regulations governing the Property or the Permitted Use that is not cured by Licensee within thirty (30) days following written notice from Licensors to Licensee, or (b) default by Licensee of any term of this License Agreement that is not cured within the applicable notice or cure period set forth in Section 8 below. So long as (i) Licensee is not in default hereof beyond any applicable notice or cure period and (ii) the Permitted Use set forth herein does not violate then-current laws, codes or ordinances, Licensee may renew the term of this License Agreement for the Renewal Period by providing the Renewal Notice to Licensors. Notwithstanding any other provision of this License Agreement, either party may terminate this License Agreement for any reason whatsoever, at any time, by providing one hundred eighty (180) days' prior written notice to the other party.

1.5 Compliance with Nuisance and Other Restrictions. The parties acknowledge that the operation of drones in connection with the Permitted Use may generate noise or other conditions that could be alleged by third parties to constitute a nuisance or otherwise be inconsistent with applicable laws, ordinances, regulations, or recorded covenants, conditions and restrictions affecting the Property. Except as otherwise specifically provided for in Section 1.4 pertaining to federal or State of California governmental agencies, the parties agree that (a) the Permitted Use, including without limitation the operation of drones and any attendant noise, shall not, in and of itself, be deemed to constitute a nuisance or a breach of this License Agreement; and (b) no allegation or claim by any third party or by Licensors shall constitute a default hereunder unless and until Licensee receives a final, non-appealable order or directive from a governmental authority or court of competent jurisdiction expressly prohibiting or materially restricting the Permitted Use. Upon receipt of such a final order, the parties shall in good faith and using commercially

reasonable efforts cooperate to identify and implement an alternative means of continuing the Permitted Use, including potential relocation of the License Area in accordance with Section 1.1 and siting adjustments under Section 1.7 (at no cost to Licensor). If no commercially reasonable alternative exists, either party may exercise termination rights under Section 1.4.

1.7 Siting; Residential Setbacks. Licensor will reasonably cooperate (at no cost to Licensor) to facilitate siting within the Property that satisfies the Residential Setback Requirements and applicable laws, including supporting site adjustments within the Property where Exhibit A permits case-by-case exceptions subject to Licensee assessment/approval. Any siting adjustment within the Property undertaken to satisfy the Residential Setback Requirements shall not constitute a “relocation” under Section 1.1 and shall be implemented in a manner that does not materially disrupt the Permitted Use.

1.8 Security Integration. Licensor acknowledges Licensee’s right to implement reasonable security systems and procedures within the License Area and to interface with Property security systems for access/egress and monitoring, in each case subject to coordination with Licensor, compliance with laws, and without materially adversely affecting the safety or security of other occupants. Licensor will reasonably cooperate to integrate Licensee’s security requirements into Property security systems and procedures to the extent practicable, subject to applicable laws, reasonable building rules, and without materially adversely affecting other occupants or Property operations.

1.9 Power Source. Power Source means any generator, battery system, or other power source provided by Licensee. Licensor shall permit Licensee to install and operate such Power Source, in compliance with applicable laws, and permitting requirements, manufacturer specifications, and reasonable Property rules regarding safe placement, fueling, noise, and testing hours. Licensor shall reasonably cooperate (at no cost to Licensor) in obtaining any required governmental or other approvals related to the Power Source.

1.10 Maintenance and Improvements of License Area. Licensee, at its own expense, shall keep and maintain the License Area in good, safe, clean, and sanitary condition, free and clear of all rubbish and litter, all to the reasonable satisfaction of Licensor. Licensor will be responsible for modest visual improvements to the License Area as necessary, provided no such improvements will interfere with the Permitted Use (e.g., signage upgrades, lighting, landscaping). Licensee agrees to allow Licensor to schedule routine periodic inspections of the License Area in accordance with Section 4.

2. Payments for License. In consideration for the license granted in Section 1 hereof, Licensee agrees to pay to Licensor the License Fee commencing on the License Fee Commencement Date, subject to the License Fee Abatement Period.

3. Conduct of Work, Notification and Removal of Licensee Property. (a) Licensor has been provided with a copy of the technical specifications required for the License Area and understands the limited extent of the works involving the placement of drone charge pads and fiducials, storage containers, generator and cabling and fencing needed for the License Area (the “Initial Installation”). Licensor hereby consents to the Initial Installation and no further approvals are required from Licensor for Licensee to proceed with the Initial Installation. Additionally, all alterations to the License Area after the Initial Installation shall be subject to Licensor's prior written approval, not to be unreasonably withheld, conditioned or delayed. Any work performed by Licensee, its agents and employees within the License Area for the Initial Installation for the drone delivery system or any additional work after the Initial Installation, shall be performed at Licensee's sole cost and expense.

(b) In addition, Licensee, its agents and employees shall (a) promptly pay all costs and expenses associated with said work and (b) diligently complete such work as quickly as commercially reasonable. If the Property outside the License Area is disturbed during such work or other activities performed by or on behalf of Licensee, said Property shall be promptly restored by Licensee to its condition just prior to such disturbance. Upon completion of any work performed

to the License Area and utilization of the same, Licensee shall maintain the same in good condition, normal wear and tear accepted, and shall provide adequate security for its employees, agents and contents within the License Area. Licensee shall, at Licensee's sole cost, remove its alterations, additions, improvements, trade fixtures, signs, and personal property on or before the Termination Date, and Licensee shall restore the License Area to the condition existing at time of delivery of the License Area to Licensee, normal wear and tear excepted.

4. Reservation of Rights. Licensors hereby reserves and retains the right to install, maintain, replace, repair, remove and/or relocate electric, gas and water lines and other utilities at the Property necessary to develop the remaining Property, so long as such improvements do not unreasonably interfere with Licensee's Permitted Use of the License Area. Any installation, maintenance, replacement, repair and/or removal of such facilities performed by Licensors, its agents and employees shall be performed (a) at Licensors' sole cost and expense, (b) following not less than 30 days' prior written notice to Licensee, except that in the case of an emergency threatening imminent harm to persons or property such work may be initiated after such shorter notice as is reasonable under the circumstances, and (c) diligently so as to complete such work as quickly as commercially reasonable. For any access to the License Area, Licensors shall (i) coordinate such access in advance with Licensee, (ii) be accompanied at all times while within the License Area by a Licensee-designated escort, and (iii) comply with Licensee's reasonable security and safety protocols, including any required personal protective equipment. Licensee shall use commercially reasonable efforts during normal operational hours to make an escort available. In the event of a bona fide emergency threatening imminent harm to persons or property where an escort cannot be arranged within a reasonable time, Licensors may enter the License Area at any time without securing Licensee's prior permission; provided that Licensors has made reasonable efforts to notify Licensee of such emergency. If the surface of the License Area or any portion thereof, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed by installation, operation, maintenance, replacement or removal activities or other activities performed by or on behalf of Licensors, said surface and improvements shall be promptly restored by Licensors to their condition just prior to such disturbance. Licensors agrees to use reasonable efforts to minimize disruption of Licensee's use of the License Area and Licensee agrees to reasonably cooperate with Licensors in the event of any such required access to or use of the License Area.

5. Insurance; Indemnification.

5.1 Insurance. Licensee shall obtain and maintain, at its sole expense, commercial general liability insurance with an insurance company or companies licensed to do business in the State. Such insurance policy shall provide for minimum limits of \$3,000,000 bodily injury and \$5,000,000 property damage per occurrence with a minimum general aggregate of \$5,000,000, shall provide coverage for contractual indemnification obligations, name Licensors as an additional insured. All such insurance policies shall be written on an occurrence basis and shall provide that coverage thereunder shall not be terminated without the insurer giving at least 30 days prior written notice to Licensors. Upon request, Licensee shall furnish to Licensors certificates evidencing that such insurance is in full force and effect. The purchase of such insurance and furnishing of such certificates shall not limit the obligations of Licensee hereunder or in any way modify its agreement to indemnify Licensors as set forth hereunder.

5.2 Indemnification. Licensors shall not be liable to Licensee, or those claiming through Licensee, for any injury, death or property damage occurring on the License Area as a result of Licensee's, its contractors', agents', invitees', employees' or customers' use of the License Area, unless and to the extent caused by the gross negligence or willful misconduct of Licensors, its agents, employees or contractors. Licensee shall be responsible for all costs related to its use of the License Area and shall have responsibility for the security and safety of persons and property directly or indirectly associated with its use of the License Area. Licensee agrees to indemnify, defend and hold Licensors, its officers, employees and agents harmless from and against any and all actions, claims, demands, suits, liabilities, losses, damages, judgments or expenses (including but not limited to reasonable attorneys' fees) arising in connection with or relating to the use of the License Area by Licensee, its tenants, customers, agents, invitees and contractors, unless and to the extent caused by the gross negligence or willful misconduct of Licensors, its agents, employees or contractors. Licensors will indemnify, defend and hold Licensee, its officers, employees and agents harmless from and

against any and all actions, claims, demands, suits, liabilities, losses, damages, judgments or expenses (including but not limited to reasonable attorneys' fees) arising in connection with or relating to (i) Licensor's management, maintenance, or control of the common areas of the Property, or (ii) the gross negligence or willful misconduct of Licensor or its agents, employees or contractors, unless and to the extent caused by the negligence or willful misconduct of Licensee, its agents, employees or contractors. The foregoing indemnification obligations shall survive the expiration or termination of this License Agreement.

5.3 Waiver of Subrogation. Licensor and Licensee (each the "**Waiving Party**") release and discharge the other party and the other party's representatives from all claims and liabilities arising from or caused by any casualty or hazard covered by insurance (to the extent of proceeds actually received) maintained by such Waiving Party pursuant to this License Agreement, and waive any right of subrogation which might otherwise exist in or accrue to any person on account of such insurance coverage (to the extent of the insurance proceeds actually paid to the Waiving Party) and the Waiving Party agrees to obtain any necessary endorsement on such insurance coverages to give effect to the waiver contained in this Section 5.3.

5.4 Waiver of Consequential Damages. Notwithstanding anything to the contrary in this License Agreement, neither Licensor nor Licensee shall be liable to the other for any consequential, incidental, special, indirect, exemplary, or punitive damages (including lost profits, loss of business opportunity, or loss of goodwill) arising out of or relating to this License Agreement or the use of the License Area, except to the extent such damages are (a) included in a third-party claim subject to indemnification under Section 5.2, or (b) caused by a party's gross negligence or willful misconduct. The foregoing waiver shall survive expiration or termination of this License Agreement.

6. Prohibition Against Liens. Licensee shall not permit any mechanics', materialmen's or other liens to be filed against the License Area or any part thereof for work or materials furnished to or on behalf of Licensee in connection with its use of the License Area, and Licensee agrees to indemnify, defend and hold Licensor harmless from and against the same. The foregoing indemnification obligations shall survive the expiration or termination of this License Agreement.

7. No Representations or Warranties; Subject to Encumbrances. Licensee agrees that it is accepting the license granted herein without any warranty or representation regarding the license or the License Area, and subject to all valid and existing grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the License Area. To Licensor's knowledge, Licensor is the owner of the License Area and is not aware of any encumbrance that would prevent use of the License Area for the Permitted Use.

8. Default. If Licensee defaults under this License Agreement, Licensor shall give Licensee written notice thereof and, in the event Licensee fails to cure such default within 30 days after Licensee's receipt of such notice (or such longer period as is reasonably required to remedy same with good faith, diligent efforts), Licensor may terminate this Agreement and bring an action against Licensee to recover any actual damages suffered by Licensor as a result of Licensee's default under this License Agreement. Notwithstanding the foregoing, if the default consists of Licensee's failure to timely pay the License Fee, Licensee shall have 15 days after Licensee's receipt of such notice to cure the default. If Licensor defaults under this License Agreement, Licensee shall be entitled to bring an action against Licensor to specifically enforce Licensor's obligations under this License Agreement and recover any actual damages suffered by Licensee as a result of Licensor's default under this License Agreement.

9. Assignment and Sublicensing. This License Agreement shall be binding upon Licensor and its successors and assigns as owner of the License Area. Licensee may not assign this License Agreement or sublicense any of the rights granted hereunder without Licensor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Section 9, Licensee shall have the right, without the prior consent of Licensor but with at least 30 days' prior written notice, to assign this License Agreement or to sublicense all or any portion of the License Area (each, a "**Permitted Transfer**") to: (a) any entity controlling,

controlled by, or under common control with Licensee; (b) any entity resulting from a merger, consolidation, or reorganization of Licensee; or (c) any entity acquiring all or substantially all of Licensee's assets or equity interests (collectively, a "**Permitted Transferee**"), provided that:

(i) the Permitted Transferee has a net worth and financial strength reasonably comparable to Licensee's as of the date of the transfer, or can demonstrate sufficient financial covenant to meet the payment obligations under this License Agreement;

(ii) the Permitted Transferee expressly assumes all of Licensee's obligations under this License Agreement pursuant to an assignment and assumption agreement in a form reasonably acceptable to Licensors; and

(iii) the use of the License Area by the Permitted Transferee is consistent with the Permitted Use set forth in this License Agreement and does not materially increase the burden on the Property, parking, or common areas.

10. Notices. Any notices required by this License Agreement shall be sent to the physical Address for Notices set forth above, or to such other addresses as such parties may by written notice given to the other parties to this License Agreement prescribed, with additional electronic copies to the email addresses identified in the Address for Notices.

11. Governing Law. This License Agreement shall be governed by, construed and interpreted under, the laws of the State in which the Property is located. Venue for any legal action arising from or relating to this License Agreement will be in the Superior Court of Contra Costa County.

12. Amendments. This License Agreement may not be amended except by writing signed by all parties against whom enforcement of such amendment is sought.

13. Entire Agreement. This License Agreement contains the entire agreement of the parties hereof and there are no oral agreements or understandings which are not embodied in this License Agreement. Nothing in this License Agreement shall be construed to make the parties hereto partners or joint venturers.

14. Enforcement. In any action or proceeding to enforce or interpret this Agreement, each party shall bear its own attorneys' fees and court costs.

15. Counterparts; Electronic Signature. This License Agreement may be executed and delivered by electronic transmission in Portable Document Format (PDF), or by other electronic transmission and each signature delivered in any such manner shall be deemed to be an original signature. The signature pages taken from separate individually executed counterparts of this License Agreement may be combined to form one or more fully executed counterparts. All executed counterparts of this License Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

16. Confidentiality. Each party ("**Receiving Party**") agrees to keep strictly confidential all non-public, proprietary or confidential information, whether oral, written, electronic or in any other form, provided by or on behalf of the other party ("**Disclosing Party**") in connection with this License Agreement (collectively, "**Confidential Information**"). Receiving Party shall (a) use Confidential Information solely for the purpose of performing its obligations or exercising its rights under this License Agreement, and (b) not disclose Confidential Information to any third party other than its employees, officers, directors, attorneys, accountants, financial advisors, consultants, property managers, lenders or prospective lenders (and their rating agencies), potential purchasers, partners, or transferees, or insurers, in each case who have a strict need to know such information and are bound by confidentiality obligations no less stringent than those contained herein. These obligations shall not apply to information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (b) was available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing

Party, or (c) is or becomes available to the Receiving Party from a source not known by the Receiving Party to be bound by a confidentiality obligation to the Disclosing Party. The obligations set forth in this Section shall survive termination or expiration of this License Agreement and shall continue for a period of two years thereafter, except with respect to trade secrets, which shall be protected for so long as they remain trade secrets under applicable law. Notwithstanding any other provision in this Section 16, Licensee acknowledges that the Licensor is a governmental agency and may be required to disclose certain information pursuant to requests made in accordance with the California Public Records Act. In the event Licensor is required to disclose Confidential Information pursuant to a valid request under the California Public Records Act, Licensor shall first give Licensee notice of such request (if legally permissible). Following such notice, Licensor shall, to the extent reasonably practicable, delay disclosure of the requested Confidential Information for ten (10) business days to permit Licensee to (i) review the specific Confidential Information proposed to be disclosed prior to its release, and/or (ii) seek a protective order, injunction, or other appropriate legal remedy to prevent or limit disclosure. During such period, it shall be the responsibility of Licensee to take any action it deems necessary to protect the Confidential Information. If Licensee fails to obtain a protective order or other legal basis prohibiting disclosure within such period, Licensor may disclose the requested Confidential Information to the extent required by applicable law. Any disclosure made by Licensor in compliance with the California Public Records Act or other applicable law shall not constitute a breach of this Agreement or of Licensor's confidentiality obligations under this Section 16.

17. Anti Bribery, Modern Slavery. Licensor and Licensee will comply with all applicable anti-bribery laws and confirm they will not make any facilitation payments (which are payments to induce officials to perform routine functions they are otherwise obligated to perform) to any government officials (meaning any government employee; candidate for public office; employee of government-owned or government-controlled companies, public international organizations, and political parties). Licensor and Licensee will comply with all applicable anti-human trafficking, forced labor, and modern slavery laws and rules.

If you do not have the legal authority to bind your company, do not sign. If you are signing below, you represent and warrant that you have full legal authority to bind your company to these terms and conditions; have read and understood the terms and conditions; and agree to these terms and conditions on behalf of your company.

Signed by the parties’ authorized representatives on the dates below.

LICENSEE: Wing Aviation LLC

LICENSOR:

By:

By:

Name:

Name: Matt Rodriguez

Title:

Title: City Manager

Date:

Date:

EXHIBIT A
(PLAN SHOWING PROPERTY AND LICENSE AREA)

License Area is outlined in yellow

**3400 SAN PABLO DAM RD
SAN PABLO CA 94803 US**

Recommendation:

- Pending LL selection either asphalt or grass area viable
 - Close to residential and blocking driving aisle.

Parking lot substrate: Asphalt/Grass
Lat/Long: 37.962520, -122.324320

