

**AIRPORT LEASE AGREEMENT
BETWEEN
YAKIMA AIR TERMINAL-McALLISTER FIELD AND
LINDA ANDREA PENA dba FAST LINE EXPRESS CAFE**

THIS LEASE, executed this 1st day of February, 2020, between the YAKIMA AIR TERMINAL - McALLISTER FIELD, a department of the City of Yakima, Washington, hereinafter referred to as "LESSOR," and LINDA ANDREA PENA, a single woman dba FAST LINE EXPRESS CAFE, hereinafter referred to as "LESSEE":

W I T N E S S E T H:

WHEREAS, LESSOR operates the Yakima Air Terminal - McAllister Field, hereinafter referred to as "Airport," and,

WHEREAS, LESSOR has approved property available for lease as provided by this Lease, and LESSEE desires to occupy and use such property in accordance with this Lease,

NOW THEREFORE, in consideration of the mutual promises contained herein and the benefit to be derived by each party, the parties agree as follows:

1. PREMISES:

LESSOR does hereby lease and let unto LESSEE, and LESSEE does hereby lease and take from LESSOR, approximately 134 sq ft of space identified as Suite #9 in the Airport Terminal Building in the City of Yakima, Yakima County, Washington, as that property is depicted on the drawing marked Exhibit "A", attached hereto and by this reference made a part hereof, together with the right of ingress to and egress from the leased premises over and across common public access ways. All customers who visit premises shall park main parking lot north of the terminal building and are subject to the then rates and charges for vehicle parking.

2. TERM:

The tenancy created by this Lease shall commence on February 1, 2020, and continue for a period of one (1) year, terminating on January 31, 2021, unless otherwise terminated as provided for herein.

LESSEE shall have the option to extend the initial term by four (4) additional one (1) year terms, provided that LESSEE delivers to LESSOR, not less than thirty (30) days before the expiration of the preceding term, written notification of LESSEE's intent to extend the term.

3. RENT:

A. Land Rent

LESSEE promises and agrees to pay monthly rent to LESSOR at the greater of either 1) the then current first floor terminal rate per square foot of property leased, as identified in **Exhibit A** for the leased premises (hereafter "Land Rent"), OR 2) the percentage of gross sales as illustrated in Section 3(b). Payments shall be made in advance on or before the 15th day of each month. Payments shall be made to the City of Yakima, Accounts Receivable, 129 N. 2nd St, Yakima, WA 98901. Any rental payments/fees past due shall accrue a delinquency charge of twelve percent (12%) per annum.

Said Land Rent is established for the purpose of assessing the Washington State Leasehold and other applicable taxes that shall be collected by the airport. The Land Rent is defined as the rent for the Premises for the purposes of the Leasehold Excise Tax pursuant to Chapter 82.29A of the Revised Code of Washington.

The Land Rent rate provided for above shall be subject to review, modification and/or reset on the anniversary date of this agreement whenever the Airport Rates & Charges are set/reset by the City of Yakima.

B. Percentage of Gross Sales

In consideration for the concession privileges granted under this agreement, at any time during the term and renewal option of this agreement that the monthly gross receipt percentages set forth below exceed the Land Rent value for the property, LESSEE shall pay the monthly gross receipt percentage fee rather than the Land Rent value, as follows:

Year 1: 1.0% of Gross Receipts
Year 2: 1.5% of Gross Receipts
Year 3: 2.0% of Gross Receipts
Year 4: 2.5% of Gross Receipts
Year 5: 3.0% of Gross Receipts

Monthly Gross Sales reports shall be for the preceding calendar month and shall show such reasonable detail and breakdown as may be required by the LESSOR. All reports are to be sent to the airport administration office at the address and in the manner stated in Section 30 of this agreement. Payments shall be made to the City of Yakima, Accounts Receivable, 129 N. 2nd St, Yakima, WA 98901. Any rental payments/fees past due shall accrue a delinquency charge of twelve percent (12%) per annum.

Gross Receipts:

For the purpose of this agreement, gross receipts shall be defined as the total amount in dollars of actual sales, whether for cash or on credit, or partly for cash and partly on credit, of all sales of food and beverages, including sales for gift certificates, all credit charges and carrying charges, and all other receipts from business conducted in or from the Premises, including but not limited to, all sales to employees of the Tenant, all deposits not refunded to customers, all orders taken in or from the Premises whether or not such orders are filled elsewhere, sales through any sub-lease, and any other person or persons permitted by the Tenant to use or operate from the Premises or any portion thereof. Gross Sales shall not, however, include any sums collected as tips or gratuities by Tenant's employees, nor free or compensatory food or beverages for the Tenant's employees, nor any sums collected or paid by the Tenant for any sales or excise tax imposed by any duly constituted governmental authority, nor shall they include any exchange of goods between the Premises and other locations from which the Tenant operates where such exchange is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale which has otherwise been made at, in or from the Premises, nor the amount of return to suppliers, nor sales or other disposition of personal property of the Tenant not held for resale, nor sums received by the Tenant in settlement of claims for loss or damage of the Tenant's goods or property. No deduction shall be made from gross sales for any franchise, income or gross receipts taxes, nor Washington State Lottery commissions, or for any other taxes based upon income of Tenant. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale is made, irrespective of the time when the Tenant receives payment from its customer, and no deduction shall be allowed for uncollected or uncollectible credit accounts. LESSEE promises and agrees to pay the following lease payments/fees on or before the 15th day of each month. Payments shall be made to the City of Yakima, Accounts Receivable, 129 N. 2nd St, Yakima, WA 98901. Any rental payments/fees past due shall accrue a delinquency charge of twelve percent (12%) per annum.

4. DEPOSIT:

Upon execution of this lease by both parties, LESSEE shall deposit with LESSOR the amount of one month's rent plus leasehold tax as a guarantee of LESSEE's performance of this Lease and the timely payment of the rental provided for herein; and in the event LESSEE shall fail to pay the rental as provided herein, or otherwise breach this Lease, then the Airport Director may apply such deposit, or any part thereof as may be necessary, to the payment of rental or to the payment of damages for such breach. This deposit shall be adjusted from time to time to reflect adjustments in the rent and/or leasehold tax.

5. TAXES AND LIENS:

In addition to the rent reserved above, LESSEE promises and agrees to pay, as the same become due and payable, all licenses, fees and taxes, including but not limited to the leasehold excise tax, required to be paid by LESSEE by reason of this Lease and by reason of LESSEE's use and occupancy of the leased premises and by reason of LESSEE's construction or ownership of improvements to the leased premises. LESSEE shall neither suffer nor permit the attachment of any lien or other encumbrance on the leased premises by reason of LESSEE's occupancy thereof. LESSEE agrees to indemnify LESSOR and shall hold LESSOR harmless from any such taxes and liens.

6. USE:

LESSEE agrees to use the leased premises as an Espresso Bar and to provide other related miscellaneous services as approved by Airport Director. Hours of operation shall be approved in writing by the Airport Director. Failure to adhere to approved hours shall be basis for termination. The use of the property for any other purpose shall be deemed a material breach of this Lease constituting grounds for its termination. This provision shall apply to any assignment of this Lease, whether voluntary or due to mortgage foreclosure. Failure of the assignee to comply shall be reasonable cause for LESSOR to withhold approval or consent to assignment and/or to terminate the lease.

7. UTILITIES:

LESSOR shall supply all power, water and sewer without additional cost to the LESSEE.

8. JANITORIAL:

LESSEE shall furnish all janitorial services at LESSEE's expense.

9. HOURS OF OPERATION:

LESSEE agrees to maintain minimum hours of operation. The normal business hours shall be Monday thru Sunday 4:00am-6:00am; 9:00am-3:00pm, 5:00pm-7:00pm. Hours are subject to alteration based on changes in airline departure schedule.

10. PREMISES CONDITION:

LESSEE has made a full inspection of the premises, is fully aware of its condition except with respect to environmental conditions and accepts the premises on an "AS-IS" basis. LESSEE agrees to pay for any improvements, repairs and/or modifications necessary to the operation of LESSEE's business.

11. MAINTENANCE:

LESSEE agrees to keep and maintain the premises in at least as good a condition as the condition of the premises at the beginning of LESSEE's occupancy, normal wear and tear excepted. LESSEE further agrees that LESSEE shall be responsible to maintain all of the leased area, trade fixtures, wall air conditioning unit, and other improvements, existing and future, in an attractive, sanitary and usable manner as reasonably determined by the Airport Director, consistent with other properties at the Airport and in compliance with Department of Health requirements.

12. SIGNS:

No signs or other advertising matter or devices shall be used or displayed in or about the leased premises or upon any portion of the Airport without the prior written approval of the Airport Director and in conformity with any applicable local codes, which approval shall not be unreasonably withheld.

13. IMPROVEMENTS:

LESSEE agrees to do all redecoration, alterations, upkeep, repair and replacement of the leased premises and facilities therein at LESSEE's expense. All redecoration, alterations, trade fixtures and improvements to the leased premises by LESSEE shall conform to applicable construction codes, and LESSEE shall procure all necessary building and other permits therefor. All redecoration, alterations, trade fixtures and improvements shall be designed with a view toward aesthetic considerations and installation shall not commence until plans and specifications therefor have been submitted to and approved in writing by the Airport Director which approval shall not be unreasonably withheld. Approval of LESSEE's

improvements shall be deemed granted twenty (20) days after LESSEE's submission in writing to the Airport Director if no response has been received by LESSEE.

14. REVERSION OF IMPROVEMENTS:

Upon expiration or termination of the tenancy for any reason, all construction and improvements on the leased premises shall immediately revert to LESSOR, except for trade fixtures. Prior to the expiration of this Lease, LESSEE shall remove all such trade fixtures and repair any damage to the premises caused by removal of trade fixtures to the reasonable satisfaction of the Airport Director. Fixtures not removed within thirty (30) days after lease expiration or termination shall become the property of the LESSOR unless other arrangements have been previously approved in writing by the Airport Director. LESSEE shall, as additional consideration for grant of this Lease, insure that all liens and encumbrances against said improvements and structures except those created or suffered by LESSOR, whether consensual or involuntary, shall be paid, discharged or satisfied prior to time for reversion thereof to LESSOR; and, in any event, the parties acknowledge that LESSOR shall not by virtue of termination of the leasehold interest nor reversion of the structures or other improvements be liable for any debt or encumbrance associated therewith.

15. LESSOR'S OPTION TO PURCHASE:

N/A.

16. REGULATIONS:

LESSEE agrees to comply with all laws, ordinances, rules, regulations and policies of all governmental authorities having jurisdiction over the Airport, including LESSOR, as such laws, ordinances, rules, regulations and policies apply to the use and operation of Airport property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective, including policies adopted by LESSOR.

17. SUBLETTING:

LESSEE shall not sublet the lease premises without the prior written approval of LESSOR. Such sublet shall be in conformance with all applicable Airport, local, state and federal laws, ordinances, rules, regulations and policies. LESSEE shall give preference to aeronautical activities and all subleases shall comply with all laws, ordinances, rules, regulations and policies applicable to the use and operation of Airport property, facilities and operations as those laws, ordinances, rules,

regulations and policies now exist or may hereafter become effective. A consent to sublet by LESSOR shall not be construed to be a consent to any subsequent sublet.

18. ASSIGNMENT

LESSEE shall not assign this Lease without the prior written approval of LESSOR. Such assignment shall be in conformance with all applicable Airport, local, state and federal laws, ordinances, rules, regulations and policies. LESSEE shall give preference to aeronautical activities and all assignees shall comply with all terms of this Lease together with all laws, ordinances, rules, regulations and policies applicable to the use and operation of Airport property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective. A consent to assignment by LESSOR shall not be construed to be a consent to any subsequent assignment.

19. MISCELLANEOUS PROVISIONS:

A. The parties agree that LESSOR, through its Airport Director or other person authorized by the Airport Director, may enter upon the leased premises at any reasonable time to make such inspections as LESSOR may deem necessary to the proper enforcement of any term, provision or condition of this Lease. No such entry or inspection by LESSOR is required by this provision, and the failure of LESSOR to enter and make inspection shall not alter the relationship of the parties and their respective rights and duties provided by this Lease. LESSEE shall be granted the right of quiet enjoyment.

B. LESSOR may further develop or improve Airport property and facilities, regardless of the desire or views of LESSEE regarding any such development or improvement, and without interference or hindrance on the part of LESSEE and without liability to LESSEE, provided the operations of the LESSEE are not unreasonably interrupted.

C. LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in that regard.

D. LESSOR reserves the right to take any action necessary or desirable by LESSOR to protect the operations of the Airport against obstruction, or any other activity interfering with the efficient operation of the Airport, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Director, would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. During time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States of America for military use, and, if any such lease is executed, the provisions of this Lease shall be suspended insofar as they are inconsistent with the provisions of the lease agreement with the United States of America.

F. This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for the development of the Airport.

G. If the leased premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Lease shall terminate as to such portion as may be taken. If the portion taken does not feasibly permit the continuation of the operation of the facility by LESSEE, LESSEE shall have the right to terminate this Lease. Such termination shall be effective as of the date LESSEE's operations cease. LESSEE shall be entitled to a portion of the award representing its interest in the premises. LESSOR shall be entitled to the remainder of the award.

20. LESSOR REPRESENTATIONS:

A. As of the date hereof, there are no laws, regulations, rules, or policies adopted or approved, or under consideration for adoption or approval, by the Airport or the City which would prohibit LESSEE's intended use and business activities on the premises.

B. As of the date hereof, to the best of the LESSOR's knowledge, there are no laws, regulations, rules or policies adopted and in effect or under consideration by any other federal, state, county, city or other governmental body which would prohibit LESSEE's intended use and business activities on the premises.

C. As of the date hereof, the premises are free and clear of all liens and encumbrances of whatever kind or nature, and there are no claims, suits or actions, whether actual or threatened, which will or could result in any such liens or encumbrances or other impairments, restrictions, or prohibitions on LESSEE's use of the premises.

D. As of the date hereof, LESSOR has the full power and authority to enter into this Lease and to fully comply with all of its terms and provisions, and this Lease will be valid and binding against LESSOR upon execution by the Airport.

21. INDEMNITY/DUTY TO DEFEND:

A. At no expense to LESSOR, LESSEE shall defend against and indemnify fully and save harmless the Yakima Air Terminal - McAllister Field, the City of Yakima and its elected and appointed officials, employees, agents, and volunteers from any and all liability, damages, suits, claims, actions, judgments or decrees, made against the Yakima Air Terminal - McAllister Field, the City of Yakima and its elected and appointed officials, employees agents, and volunteers including all expenses incidental to the investigation and defense thereof and including reasonable attorney fees, based on or arising from the occupancy or use of the leased premises by LESSEE or as a result of LESSEE'S operations at the Airport or from any other act or omission of LESSEE, its servants, employees, agents, invitees, independent contractors or any other entity, person, firm or corporation acting on behalf of LESSEE or under its direction, whether such claim shall be by LESSEE or a third party; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned in proportion attributable to the negligence of LESSOR, its agents or employees. LESSOR shall give to LESSEE prompt and reasonable notice of any such claims or actions and LESSEE shall have the right to investigate, compromise and defend the same to the extent of its interest.

B. LESSEE agrees to reimburse LESSOR for any damage to the premises caused by the occupancy of LESSEE, its employees, agents, servants, invitees, independent contractors or any other person acting on behalf of LESSEE or under its direction.

C. LESSOR agrees to defend, indemnify and hold LESSEE harmless against and from any claim or liability arising from or alleged to arise from the presence of hazardous material or toxic waste on the subject leased premises at the inception of this Lease and the introduction to the premises of such materials due to LESSOR'S activities or under its control.

D. LESSEE shall keep and hold the Yakima Air Terminal - McAllister Field, the City of Yakima and its elected and appointed officials, agents, employees, and volunteers free and harmless from any and all claims and actions, loss, damage, expense or cost, including reasonable attorneys' fees, incidental to the investigation and defense thereof, resulting from, arising out of, or caused by LESSEE resulting in any liability under the Federal Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.; the Clean Water Act, 42 U.S.C. 1251 et seq.; the Washington Environmental Policy Act, RCW Ch. 43.21C; the Washington Water Pollution Control Act, RCW Ch. 90.48; the Washington

Hazardous Waste Management Act, RCW Ch. 70.105; the Washington Model Toxic Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder, or under any applicable local or state environmental ordinance, statute, law, rule or regulation. The provisions of this Sub-section shall survive the termination of this Lease.

22. INSURANCE:

A. At all times during performance of the Lease, the Lessee shall secure and maintain in effect insurance to protect the City and the Lessee from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Lease. Lessee shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

B. Commercial Liability Insurance. Before this Lease is fully executed by the parties, Lessee shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. This insurance requirement can be satisfied with a combination of commercial general liability insurance and excess or umbrella liability insurance coverage. If Lessee carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City of Yakima and the Yakima Air Terminal, its elected officials, officers, agents, and employees shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Lease. The policy and Endorsements shall name the City of Yakima and the Yakima Air Terminal, its elected officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

C. Property Insurance. Before this Lease is fully executed by the parties, Lessee shall provide the City with a certificate of insurance as proof of property insurance coverage in the amount of \$150,000 for the value of the improvement to the premises that the Lessee will be making as well as insurance for existing premises coverage. Lessee shall also maintain at all times a minimum of \$350,000 covering loss of use or income due to damage to the subject premises. The City of Yakima shall be named as a loss payee as respects these coverages.

23. DAMAGE OR DESTRUCTION:

A. TENANT IMPROVEMENTS: In the event any construction completed in accordance with Section 13 herein, or improvements thereto, are partially or totally damaged by fire or other casualty, the LESSEE shall repair or replace the same at solely its own expense. The new improvements shall be at least the same size, design and quality as that which existed prior to any damage or destruction. Both parties agree, however, that any insurance proceeds shall be first applied to the cost of repair or replacement of improvements. LESSEE's insurance proceeds shall first be used for the costs of restoration of the premises; if the insurance proceeds are insufficient to completely repair the premises then the remaining repair shall be completed at LESSEE's sole cost and expense as necessary to restore the premises to its pre-fire/casualty condition.

B. OTHER AIRPORT PROPERTY: In the event of damage or destruction of Airport property caused by the LESSEE, its agents, employees, aircraft or other equipment, LESSEE agrees to repair, reconstruct, or replace the affected property to the condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Lease. LESSEE further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

24. DEFAULT, TERMINATION & FORFEITURE:

A. The failure by LESSEE to pay monthly Lease payments (rent) in the amounts and at the times specified herein, or the failure by LESSEE to otherwise comply with any term, provision or condition of this Lease, shall constitute grounds for termination of this Lease and forfeiture of all rent paid by LESSEE to the time of termination. This Lease and tenancy shall terminate and rent paid shall be forfeited for cause as specified above on written notice by LESSOR to LESSEE stating the amount of rent in default or otherwise stating accurately the manner in which LESSEE fails or has failed to comply with this Lease. LESSEE shall make full payment or otherwise comply with this Lease in the manner specified in the notice within thirty (30) days (except three (3) days for payment of rent) from LESSEE's receipt of such notice, otherwise this Lease and tenancy shall be terminated and rent forfeited. LESSOR may apply the deposit funds to past-due rent owing, which amount when so applied shall be forfeited. Any required notice shall be given in writing and served on LESSEE by personal delivery or mailed by certified mail with return receipt requested addressed to LESSEE at its address stated below in this Lease or such other address as the parties may advise each other in writing. It is further agreed that after receipt of notices and as an additional condition to avoid

forfeiture, LESSEE shall pay LESSOR's costs and expenses, including attorney's fees, for the preparation and service of such notice. Nothing contained herein shall release or diminish LESSEE's obligation to pay rent for the full term of this Lease save such amount as LESSOR recovers as rent from any subsequent lessee during the term of this Lease. Notices shall be deemed received three (3) days after mailing to LESSEE'S at the address in this Lease or such other address as the parties may advise each other in writing.

B. As additional and not alternative remedy, optional with LESSOR and upon thirty (30) days written notice to LESSEE, should LESSEE be in default hereunder other than default in the payment of rent, LESSOR may cure or correct the same and the cost of such action by LESSOR shall immediately become due and payable from LESSEE, together with late fees on said sum at a rate of twelve percent (12%) per annum, and the non-payment of said sum by LESSEE shall be adequate grounds for LESSOR to invoke the other remedies as provided in this Lease.

C. Upon termination of this Lease for any reason, LESSEE shall immediately surrender the premises to the LESSOR in good condition and repair, ordinary wear and usage excepted; and LESSEE shall remove all of LESSEE'S personal property, trade fixtures, equipment or improvements removable by prior agreement with LESSOR from the premises and shall repair any damage to the premises caused by such removal. Any personal property of LESSEE, or anyone claiming under LESSEE, which shall remain upon the premises at the expiration or termination of this Lease shall be deemed to have been abandoned and may be retained by LESSOR as LESSOR'S property or disposed of by LESSOR in such manner as LESSOR sees fit without compensation to any party.

25. INSOLVENCY:

In the event LESSEE is declared bankrupt by a court of competent jurisdiction or in the event LESSEE makes an assignment for the benefit of creditors, or if a receiver otherwise is appointed for LESSEE, or in the event LESSEE's leasehold estate is subjected to execution to satisfy any judgement against LESSEE, then in that event LESSOR may immediately or at any time thereafter without notice or demand enter into and upon the premises or any part thereof and repossess the same and expel LESSEE or any person upon the premises and remove their effects, and thereupon this Lease and the tenancy hereby created shall absolutely terminate, without prejudice to any remedies which might otherwise be available to LESSOR for collection of past due or future rent.

26. VENUE, ATTORNEY FEES:

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Yakima County, Washington.

27. NON-DISCRIMINATION CLAUSE:

To the extent required by law, LESSEE, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

A. During the performance of this Lease, LESSEE shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the performance under this Lease.

B. LESSEE agrees that in the construction of any improvements on, over or under Airport land and the furnishing of services thereon, no person shall be discriminated against on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law.

C. LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

D. It is the policy of the Department of Transportation that minority business enterprise as defined in 49 CFR Part 23, i.e., firms owned and controlled by minorities; firms owned and controlled by women and firms owned and controlled by financially disadvantaged persons; shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR Section 23.5.

Consequently, this Lease is subject to 49 CFR Part 23 as applicable.

Lessee hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law.

Lessee hereby assures that it will include the above clauses in all sub-leases and cause sub-lessees to similarly include clauses in further sub-leases.

28. AIRPORT SECURITY AND ACCESS CONTROL:

The leased area is within the public area of the terminal building and does not require access to secured areas. In the event this should change and allow access within secured areas of the terminal building, LESSEE will adhere to current airport security rules and regulations imposed by 49 CFR 1542 Airport Security.

29. OFFICIAL NOTIFICATIONS: All notices, requests and other communication under this Agreement shall be effectively given only if in writing and sent by United States certified mail, returned receipt requested, postage prepaid, or by nationally recognized and receipted overnight courier service (e.g. FedEx, UPS, DHL, or Airborne Express) guaranteeing next business day delivery, addressed as follows:

If to LESSOR:

Robert K. Peterson, Airport Director
Yakima Air Terminal-McAllister Field
2406 W. Washington Ave, Suite B
Yakima, WA 98903
(509) 575-6149
Rob.Peterson@yakimawa.gov
(509) 575-6260

If to LESSEE:

LINDA ANDREA PENA
1611 N. COTTONWOOD ROAD
YAKIMA, WA 98908
253-389-5205 or 253-389-8535
PENAANDREA571@GMAIL.COM

30. EMPLOYEE PARKING; CLIENT PARKING:

LESSEE's employees are required to park privately owned and company owned vehicles in the designated employee parking adjacent to the main terminal building as indicated by the Airport Director. Any parking pass fees associated with parking in the employee parking lot shall be paid by LESSEE.

31. INTEGRATION:

This document embodies the entire Lease between the parties with respect to the subject matter herein contained. No amendments or modifications hereof shall be enforceable unless in writing, signed by the party to be charged.

Time is of the essence of this entire Lease.

LESSOR:

City of Yakima

YAKIMA AIR TERMINAL - McALLISTER FIELD

2406 W. Washington Avenue, Suite B

Yakima, Washington 98903

(509) 575-6149 - phone

(509) 575-6185 - fax

ALEX MEYERHOFF, Interim City Manager

Date

STATE OF WASHINGTON

County of Yakima

I certify that I know or have satisfactory evidence that ALEX MEYERHOFF signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Interim City Manager respectively of the City of Yakima to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date _____

By: _____

Notary Public

Appointment Expires _____

LESSEE:

LINDA ANDREA PENA
dba: FAST LINE EXPRESS CAFE
1611 N. COTTONWOOD ROAD
YAKIMA, WA 98908
253-389-5205 or 253-389-8535

LINDA ANDREA PENA

Date

STATE OF WASHINGTON
County of Yakima

I certify that I know or have satisfactory evidence that LINDA ANDREA PENA signed this agreement and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date _____

By: _____

Notary Public

Appointment Expires _____

EXHIBIT A

