

# 2023 Mavericks Festival

## Event Info & Details

**Event Date:** Saturday September 30th & Sunday October 1st, 2022

**Event Location:** Pillar Point Harbor, Main Parking Lot, Half Moon Bay + C-1 & C-2 Lots for parking

**Event Time:** 11am-6pm on Saturday, 11am-6PM on Sunday

### Operations Schedule of events:

- **Setup:** Friday September 30th at 5am
- **Tear down:** Sunday October 1st starting right after the festival (6PM)
- **Completed by:** Monday October 2nd by 6pm

### Specific Events Info

- **Main Festival:**
  - An open to the public, free of charge event, with the event purpose to celebrate Mavericks, the athletes that surf it, and the Half Moon Bay coastal community
- **Activation Zones:**
  - A dedicated area of the festival that will highlight local organizations that support and maintain the coastal environment and provide safety services
  - Add'l areas for sponsors to showcase their products and services that relate to sports, ocean, and community
  - United States Coast Guard will have a larger presence, with 3 boats, 4 different USCG organizations, plus helicopter rescue and airplane fly-by demos

**Insurance Coverage:** full insurance coverage will be provided in accordance with the San Mateo County Harbor Districts requirements, through our non-profit partner SeaHuger, including:

- Certificate of Workers' Compensation Insurance as required by the statutory laws of the State of California Labor Code.
- Certificate of General Liability Insurance with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.
  - Commercial General Liability policies shall include endorsements naming San Mateo County Harbor District, Its Commissioners, Officers, Agents, Volunteers and Employees as additional insured.

- Endorsements for General Liability shall state that the Permittee's insurance is "primary", and San Mateo County Harbor District is "non- contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.
- Minimum Insurance Requirements – General Liability Insurance:
  - One million dollars (\$1,000,000) each occurrence (combined single limit)
  - One million dollars (\$1,000,000) for personal injury liability
  - Two million dollars (\$2,000,000) in the aggregate
  - One million dollars (\$1,000,000) for damage to rented premises including fire protection.
- All policies shall state by their terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation

**Permits/Approvals:**

- 1. San Mateo County Harbor:** Limited Commercial Activity (Special Event) Permit #2022-100 in process with SMC Harbor Board
- 2. Alcohol Beverage Control:** California ABC permit ABC-221, along with ABC-253 (event diagram) with San Mateo County Sheriff approval. The application process will begin 30 days prior to event, per ABC guidelines (August 30th, 2023)
- 3. San Mateo County Health:** Temporary Event Permit RC2 will be applied and received by Sept. 1st, 2023
- 4. Coastside Fire Dept:** fire and safety requirements, working with Coastside Fire Team, will be in place by Sept. 1st, 2023

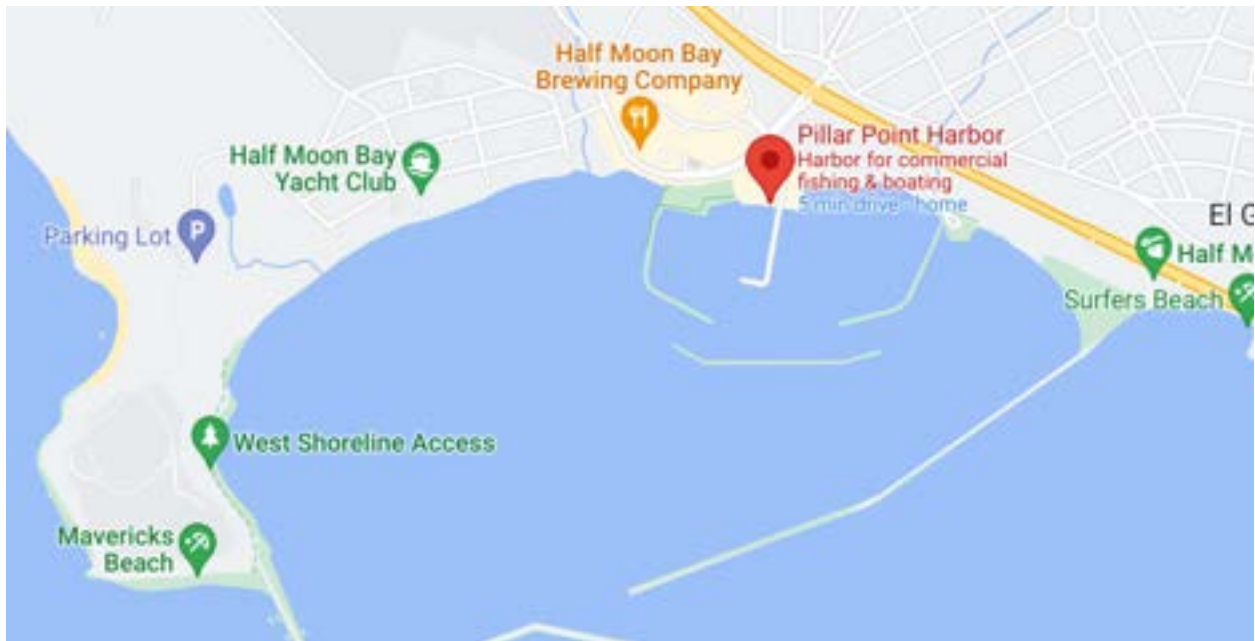
**Event Individuals:**

- **Mike McLaughlin - Main event point of contact**
  - 408-839-7178, [mike@maverickssurfawards.com](mailto:mike@maverickssurfawards.com)
- **Chris Cuvulier - Mavericks Awards LLC**
  - 415-425-3278, [chris@maverickssurfawards.com](mailto:chris@maverickssurfawards.com)
- **Cass Cleave - SeaHugger**
  - 650-504-3010, [cass@seahugger.org](mailto:cass@seahugger.org)

# Main Festival Info

**Time:** 11am-6pm on Saturday, 11am-6PM on Sunday

**Location:** Pillar Point Harbor





**Paid  
Public  
Parking**

**Paid  
Public  
Parking**

**Trailer  
Parking**



**Harbor  
Permit  
Parking**

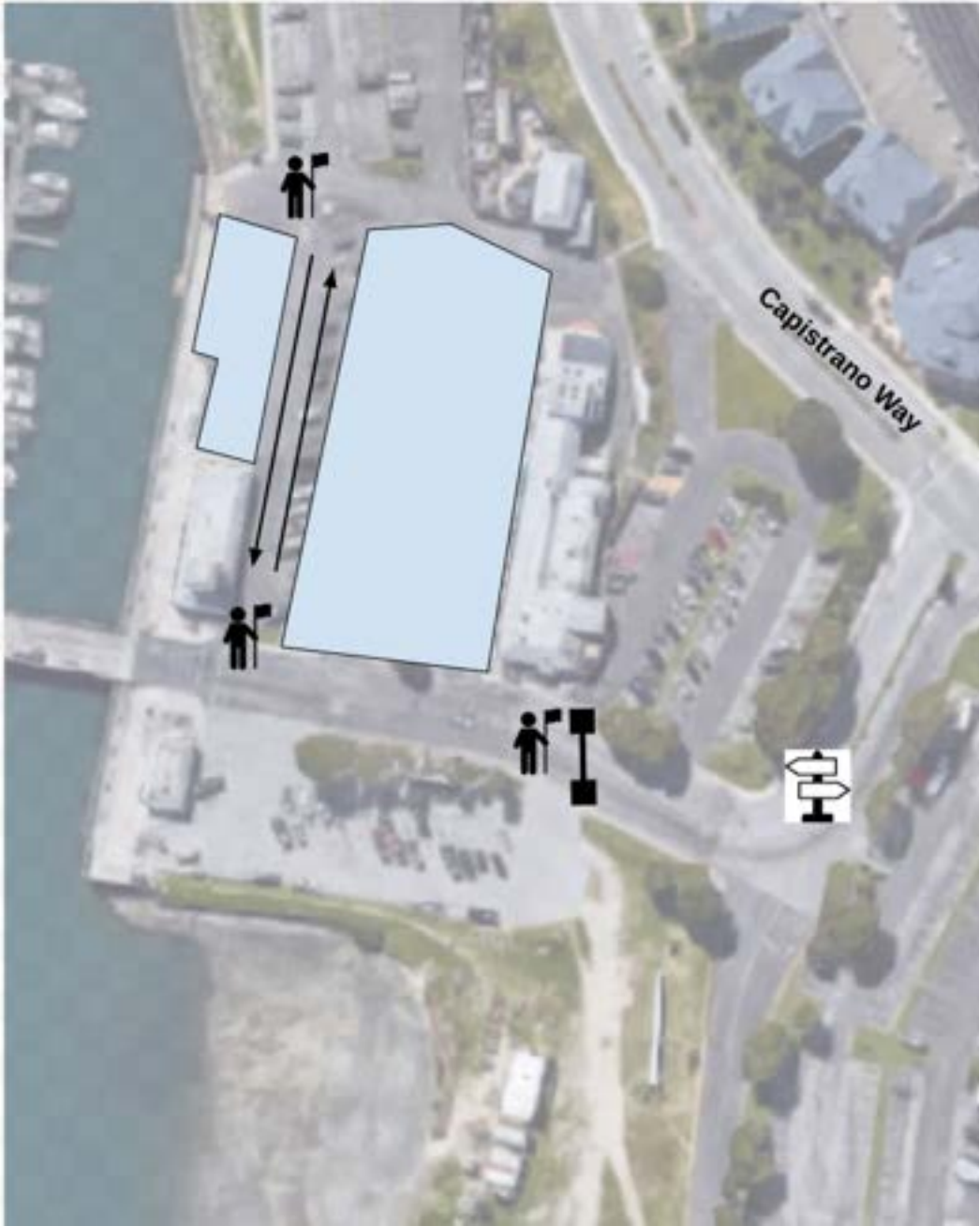
**Reserved  
Parking for  
Festival &  
Harbor  
Ops**

**Main  
Festival  
Area**

**Reserved  
Parking for  
Festival**

**Paid  
Public  
Parking**

**Paid  
Public  
Parking**





**The purpose of the event is to celebrate Mavericks, the athletes that surf it, and the Half Moon Bay Community**

- **This is the 2nd festival after the successful start in 2022**
- **90% of the net proceeds from the Mavericks Festival will be used for prize money for the Mavericks Awards.**
- **10% of the net proceeds will go to the local non-profit partners, including SeaHugger, Cabrillo Education Foundation, and Save The Waves**
- **The focus of the event will be Mavericks, surfing, safety, and environmental education**
- **Various vendor partners (including surf companies and local vendors) are being engaged to participate in the Mavericks Festival**
- **Food, drinks, and souvenirs (including photographs and surf gear) will be sold by vendors**
- **15,000-20,000 attendees are expected over the course of the festival**
- **Portions of the main parking lot at Pillar Point Harbor would need to be closed to public access for the festival to take place. In addition, the parking lot to the south, will also need to be at least partially closed to host the Education Zone**
- **We also need lots C-1 and C-2 for parking, as the Oceano dirt lot is closed due to the construction of the RV Park**
- **Any and all structures, including tents, signage, stages, viewing screens, trashcans, portable toilets and sinks, chairs, tables, etc. will be temporary**
- **There will be no permanent changes, construction of any new structures, improvements, addition of utilities, changes to current structures of any kind**

**Set-up Plan:**

- **Leaflets will be put in car windows letting long-term residents, commercial fishing teams, and other harbor permit holders of the upcoming parking restrictions, starting 3 weeks prior to the event, and then again two weeks prior, and then again the week of the festival, giving those with cars ample time to move.**
- **Signage around Pillar Point Harbor areas letting visitors know specific areas will be restricted starting Tuesday, September 25th at 11AM**
- **Main setup will begin Friday, September 29th starting at 5AM**
- **Will work with SMC Harbor team to set up and get areas ready**
- **Tents, stage, and signage and other event services will be set up ASAP on Friday September 30th**
- **Vendors will be allowed to set up between 12PM and 8PM on Friday September 29th, or between 7AM and 9AM Saturday September 30th and Sunday Oct. 1st**
- **On Friday, September 29th, at 7AM, we will work with Action Towing to move cars in the No-Parking areas to other parts of the parking lot where they will be ready for owners.**



### **Coordination with on-site businesses and harbor ops**

- To minimize impact to the restaurants and businesses in the harbor, Mike McLaughlin will contact them well in advance, and then confirm 2 weeks before, the timing of the festival to make sure they have access for deliveries or anything else they need for the Friday and Saturday of the festival set up and main time.
- Working with Harbor Ops, will send out emails and post on websites about parking and access restrictions in early September
- There will be approved beverage cups and cans that will be identified and those using containers or drinks that are not allowed will be instructed to dispose of their drink or return to the business where they bought it

### **Overnight & Event Security Info:**

- Overnight security will be onsite starting Friday, September 29th at 8PM through Monday, October 2nd at 7AM
- During the Festival, 3 (three) private security workers will be onsite
- In addition, we will work with San Mateo County Sheriff (who will be in attendance) for additional security measures as needed

### **Volunteer Plan:**

- In conjunction with SeaHugger, Half Moon Bay High School Students, Cabrillo Education Foundation, and other local individuals, ~20 volunteers will be assigned to help with information booths, traffic control, trash, and other operations as needed

### **Trash/Recycling Plan:**

- Recology of the Coast will be providing rubble, recycling, and compost receptacles for placement around the festival
- Food vendors will be encouraged to use compostable foodware as much as possible
- No plastic water bottles will be sold
- Tickets for drinks will be recycled wooden chips, which can be reused

### **Tents/Structures on site:**

- Portable main stage (30'x15') will be set up. Above the stage will be a banner
- Informational banners (no more than 12' high) will be used to designate entrances, food, drinks, bathrooms, and Education Zone
- Portable tents no higher than 10' will be set up by vendors
- Food/Drink providers will provide either their own portable tents no higher than 10' high, or will bring their own self-contained mobile serving units
- Tables and chairs will be set up in front of the stage area
- Entrance area will have welcome/info tables and tents, along with "Entrance/Exit" banners

### **Restroom Facilities**

- A total of 43 bathrooms will be brought in (40 regular + 3 ADA) plus hand washing stations
- Location will be next to the harbor crane area and also next to the south parking lot bathroom to accommodate the additional festival attendees

#### **Video/Audio Equipment on site:**

- The stage area will have audio speakers set up for announcements and live music
- A video screen will be set up near or behind the stage, no higher than 15', to show video clips

#### **Medical/First Aid Plan:**

- We will coordinate with SMC Harbor team, SMC Sheriff, and hired first-responder ambulance team for plan
- SMC Harbor team will provide level 1 first-aid (cuts, scrapes, minor issues)
- Royal Ambulance service will be retained to provide any higher level first-aid or medical services on both days

#### **Traffic Control for parking lot:**

- Access to the main harbor parking from Capistrano Way will not be changed
- For the main festival area, two lanes of parking will be shut down
- SMC Sheriff Community Service Officer will manage car access to the main harbor area. There will be a fence set up at the entrance to the main harbor area, at the corner of Pillar Point Harbor Blvd and Johnson Pier, with a person maintaining traffic control into the area. Only parking permit holders, SMC Harbor team, business owners and employees of the businesses, and handicap parking permits will be allowed in
- SMC Sheriff Community Service Officers will be at either end of the two-way one lane in the main parking lot, directing traffic as needed to the north parking lots
- There will be signage set up at the corner of Capistrano and Pillar Point Harbor Blvd letting people know there is parking to the right to Oceano main and dir parking lot or left to the upper harbor parking lot.
- There will be signage on Pillar Point Harbor Blvd letting attendees know they can park in the upper harbor parking lot

#### **Parking**

- ~100 parking spaces in the Pillar Point Harbor area will be used for the main festival area, Education Zone, and bathrooms
- Harbor Team and Vendors will be able to park in the main harbor parking lot, north of the festival
- Permit holders will be able to park in their normal spots, minus the south permit lot which will be used by the festival team
- Lots C-1 and C-2 will be fenced off and parking will be available for purchase
- We are also leasing land at the airport to hold an add'l 700 cars

**ADA accessibility/parking:**

- 4 handicap parking spaces will be taken up by main festival area
- Those 4 will be added to the northern parking lot
- 3 ADA bathrooms will be provided

**Coastal Access Control:**

- Coastal access will not be inhibited in any way
- Recreational boaters will be able to access the public launch as well as their boat slips

**Sustainability Plans**

- No plastic water bottles will be offered for sale
- Food vendors and drink vendors are required to follow the SMC Food Serving Ordinance
- Recyclable aluminum cups and cans will be used at all drink vendors



# San Mateo County Harbor District

504 Avenue Alhambra, Ste. 200  
 PO Box 1449  
 E Granada, CA 94018  
 (650) 583-4400 T  
 www.smharbor.com

Please supply the information requested below. Please remit this application at least 21 days prior to your event. Attach additional sheets if necessary, to provide required information. A non-refundable application fee should accompany this application. You will be notified of the disposition of the application and the necessary steps to secure your final permit. A permit fee, signed permit agreeing to reimburse District for any costs incurred by damages and proof of liability insurance naming the San Mateo County Harbor District as also insured will be required. See Event Policy 5.4.1, Event Fee Schedule and Category Definitions.

APPLICATION FORM – Special Event Application		
Applicant Name:	Michael McLaughlin	
Organization Name:	Mavericks Awards LLC	
Address:	PO Box 2215	
City, State, Zip Code	El Granada, CA 94018	
Telephone	Day	Cell 408-839-7178 Fax
Alternate Contact Person (s) and Phone Number	Chris Cuvelier: 415-425-3278	
Email Address	mike@maverickssurfawards.com	
San Mateo County Resident:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Non- Profit:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Commercial:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Type of Event:	Community Music Festival	
Description of Proposed Activity:	Mavericks Festival is dedicated to celebrating Mavericks, the athletes that surf it, and the Half Moon Bay community	
Event Date (s)	Saturday September 20th & Sunday October 1st, 2023	
Number of Events per year:	One	
Event Hour:	Start 11AM	End 6PM
Set up Time:	5AM Friday September 29th, 2023	
Exit Time:	Everything cleared by 6PM Monday, October 2nd 2023	
Number of Participants/Guests:	8-10K each day	
Maximum number of vehicles/parking requirements for the event: (provide parking plan)	Please see Event Description addendum for location usage	



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Equipment to be used: (Chairs, tables, tents, microphones, speakers)	Chairs, tables, tents, stage, microphones, speakers, large screen, parking signs, event signs and flags, portable bathrooms and sinks, fences and gates
Individual in charge on event day (include name, address and contact number on the day of the event)	Mike McLaughlin 506 Isabella Rd Half Moon Bay, CA 94019 408-839-7178

Information will be used to determine whether a permit will be issued. Completed application must be accompanied by an application fee based on the Permit Fee Schedule. The District may require additional information.

Request for fee waiver:	Yes	No <input checked="" type="checkbox"/>
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Reason for request of fee waiver:
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Are you familiar with/have you visited the requested area?	Yes <input checked="" type="checkbox"/>	No
Do you plan to advertise or issue a press release before the event?	Yes <input checked="" type="checkbox"/>	No
Is there any reason to believe there will be attempts to disrupt, protect or prevent your event? (If yes, please explain on a separate page.)	Yes	No <input checked="" type="checkbox"/>
Do you intend to solicit donations or offer items for sale?	Yes <input checked="" type="checkbox"/>	No



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Applicant is required to comply with all Federal, State, Local and District laws and ordinances, and represents as part of this permit application that he/she reviewed the Ordinance Code of the San Mateo County Harbor District and is fully familiar with the restrictions and laws stated therein.

Applicant is required to submit with this application any permit or license if required by the governing local jurisdiction (e.g. San Mateo County, City of South San Francisco, or City of Half Moon Bay wherein the event or activity will take place.) The Event Permit issued by the San Mateo County Harbor District will be null and void if applicant is required to have a San Mateo County, City of South San Francisco, or City of Half Moon Bay permit or license and does not obtain said permits or license.

Prior to commencing any activities hereunder, applicant shall furnish to District satisfactory evidence of insurance written upon a form and by a company acceptable to the District, insuring District, its directors, officers, agents and employees against any losses or liabilities which may arise out of applicant's use of the facilities, including all costs of defending any action. Said insurance shall consist of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of the permit.

**Absence of insurance makes the Event Permit null and void.**

In signing this application, and accepting the permit issued thereby, the undersigned certifies under penalty of perjury that any and all events or activities will be attended by the applicant personally or by individuals known to the applicant, the names of whom must be provided in advance to the District on this application, or on any future amendment to this application, to enable the District to monitor the use of their facilities.

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: This is an application only and does not serve as permit to conduct any use of the Harbor or Marina. If your request is approved, a permit containing applicable terms and conditions will be sent to the person designated on the application. The permit must be signed by the responsible person and returned to the San Mateo County Harbor District prior to the event for final approval by the General Manager or his/her designee.

## **VIDEO AND PHOTO CONSENT AND RELEASE**

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to Mavericks Festival, LLC of PO Box 2215, El Granada, California, 94018, to use a picture or voice recording of \_\_\_\_\_ . Permission is being given by the undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "**Recorded Party**"), as more fully explained in this Consent and Release. The undersigned is an adult and fully authorized to sign this Consent and Release.

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby grants to Mavericks Festival, LLC its agents, employees, licensees, and successors in interest (collectively, the "**Released Party**") all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the recorded image and/or voice of \_\_\_\_\_ (the "**Image and/or Voice**") that has been (or is being) obtained pursuant to this Consent and Release.

The Image and/or Voice may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation, print publications, public broadcast, CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents and warrants that (i) no other party has been granted an exclusive license with respect to the Image and/or Voice, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party under this Consent and Release.

The undersigned waives any right that the undersigned may have to inspect or approve the Released Party's use of the Image and/or Voice, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Image and/or Voice. The undersigned releases the Released Party (and all persons acting under its permission or authority) from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Image and/or Voice (collectively, "**Claims**"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Image and/or Voice.

THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED HAS READ THIS CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THAT THE UNDERSIGNED FREELY ENTERS INTO THIS CONSENT AND RELEASE.

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



**California Secretary of State**  
Electronic Filing

**FILED**

Secretary of State  
State of California

**LLC Registration – Articles of Organization**

Entity Name: **Mavericks Awards LLC**

Entity (File) Number: **202102810463**

File Date: **01/25/2021**

Entity Type: **Domestic LLC**

Jurisdiction: **California**

**Detailed Filing Information**

1. Entity Name: **Mavericks Awards LLC**
  
2. Business Addresses:
  - a. Initial Street Address of Designated Office in California: **265 El Granada Blvd.  
Half Moon Bay, California 94019  
United States**
  
  - b. Initial Mailing Address: **PO BOX 2215  
El Granada, California 94018  
United States**
  
3. Agent for Service of Process: **VCORP SERVICES CA, INC. (C3156773)**
  
4. Management Structure: **More than One Manager**
  
5. Purpose Statement: **The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.**

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer:

**Chris Cuvelier**

**Certificate Verification Number: BGGDUX**  
Use [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) to verify the certified copy.





**California Secretary of State**  
**Electronic Certified Copy**

I, JAMES SCHWAB, Acting Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



**IN WITNESS WHEREOF**, I execute  
this certificate and affix the Great  
Seal of the State of California on  
this day of January 28, 2021

A handwritten signature in black ink, appearing to read "James Schwab".

**JAMES SCHWAB**  
Acting Secretary of State

Verification Number: BGGDUX  
Entity (File) Number: 202102810463

To verify the issuance of this Certificate, use the Verification Number above  
with the Secretary of State Electronic Verification Search available at  
[bizfile.sos.ca.gov](http://bizfile.sos.ca.gov)



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
MAVERICKS AWARDS, LLC**

This Limited Liability Company Operating Agreement (the "Agreement") of Mavericks Awards, LLC, a California limited liability company (the "Company") is entered into effective as of January \_\_, 2021 (the "Effective Date") by and among by and among the parties listed on the signature page(s) hereof.

**ARTICLE I**

**DEFINITIONS**

When used in this Agreement, the following terms shall have the meanings set forth below. All terms used in this Agreement that are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

SECTION 1.1 "Act" means the California Revised Uniform Limited Liability Company Act, as amended from time to time, and the provisions of succeeding law.

SECTION 1.2 "Affiliate" of a Member or Manager means any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a Member or Manager, as applicable. The term "control," as used in the immediately preceding sentence, shall mean with respect to a corporation or limited liability company the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

SECTION 1.3 "Assignee" means the owner of an Economic Interest who has not been admitted as a substitute Member in accordance with Article VI.

SECTION 1.4 "Capital Contribution" means the total amount of cash and fair market value of property contributed to the Company by a Member.

SECTION 1.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time, the provisions of succeeding law, and to the extent applicable, the Regulations.

SECTION 1.6 "Company Minimum Gain" shall have the meaning ascribed to the term "Partnership Minimum Gain" in Regulations Section 1.704-2(d).

SECTION 1.7 "Distributable Cash" means the amount of cash which the Manager deems available for distribution to the Members, taking into account all debts, liabilities, and obligations of the Company then due, and working capital and other amounts which the Manager deems necessary for the Company's business or to place into reserves for customary and usual claims with respect to such business.

SECTION 1.8 "Economic Interest" means the right to receive distributions of the Company's assets and allocations of income, gain, loss, deduction, credit and similar items from the Company pursuant to this Agreement and the Act, but shall not include any other rights of a Member,

including, without limitation, the right to vote or participate in the management of the Company, or any right to information concerning the Company's business and affairs.

SECTION 1.9 "Income" and "Losses" means the income or losses of the Company for federal income tax purposes, as of the end of the Company's fiscal year, as determined by the Manager on the advice of the certified public accountant who prepares the Company's federal income tax returns. Income shall include income exempt from federal income taxation and Losses shall include expenditures described in Section 705(a)(2)(B) of the Code or treated as such under Regulations Section 1.704-1(b).

SECTION 1.10 "Manager" means the Person or group of Persons having the authority to make the decisions described in Section 4.2.

SECTION 1.11 "Marketable Securities" shall mean Securities that are (a) registered under the Securities Act, (b) of a class of an issuer traded on a national securities exchange or over-the-counter in any country or (c) currently the subject of an effective issuer-filed registration statement under the Securities Act or an equivalent statement filed under the applicable law of any country. Notwithstanding the foregoing, a Security shall not be deemed to be a Marketable Security if, in the good faith judgment of the Manager, (x) the market or exchange on which such Security trades is not adequate to permit a sale of all shares of such Security held by the Company within a reasonable time period, or (y) contractual restrictions binding upon the Company that affect the alienability of such Security do not permit an orderly sale of all shares of such Security held by the Company as soon as practicable.

SECTION 1.12 "Member" means each Person who (a) is an initial signatory to this Agreement, who has been admitted to the Company as a Member in accordance with this Agreement or is an Assignee who has become a Member in accordance with Article VI, and (b) has not ceased to be a Member in accordance with Article VII or for any other reason.

SECTION 1.13 "Member Nonrecourse Debt" shall have the meaning ascribed to the term "Partner Nonrecourse Debt" in Regulations Section 1.704-2(b)(4).

SECTION 1.14 "Member Nonrecourse Deductions" means items of Company loss, deduction, or Code Section 705(a)(2)(B) expenditures which are attributable to Member Nonrecourse Debt.

SECTION 1.15 "Membership Interest" means a Member's entire interest in the Company including the Member's Economic Interest, the right to vote on or participate in the management, and the right to receive information concerning the business and affairs, of the Company.

SECTION 1.16 "Non-marketable Securities" shall mean all Securities other than Marketable Securities.

SECTION 1.17 "Nonrecourse Liability" shall have the meaning set forth in Regulations Section 1.752-1(a)(2).

SECTION 1.18 "Percentage Interests" means the ratio that the aggregate number of Units held by such Unit holder bears to the aggregate number of Units held by all Unit holders of the Company, expressed as a percentage.

SECTION 1.19 "Person" means a natural person, partnership (whether limited or general), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

SECTION 1.20 "Regulations" shall, unless the context clearly indicates otherwise, mean the regulations in force as final or temporary that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code, and any successor regulations.

SECTION 1.21 "Security" means and includes common and preferred stock (including warrants, rights, put and call options and other options relating thereto or any combination thereof), notes, bonds, debentures, trust receipts and other obligations, instruments or evidences of indebtedness, and other property or interests commonly regarded as securities (including cash and bank deposits).

SECTION 1.22 "Unit" means a share of proprietary interest in the Company held as a Member.

## ARTICLE II

### ORGANIZATIONAL MATTERS

SECTION 2.1 Formation. The Members formed the Company as a California limited liability company under the laws of the State of California by filing Articles of Organization with the California Secretary of State (the "Articles"). The rights and liabilities of the Manager and Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligation of the Manager or any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

SECTION 2.1 Name and Purpose. The name of the Company shall be "Mavericks Awards, LLC." The Company's business may be conducted under that name or, upon compliance with applicable laws, any other name that the Manager deems appropriate or advisable.

SECTION 2.2 Office and Agent. The initial registered office of the Company in California shall be at 265 El Granada Blvd., Half Moon Bay, CA 94019, and its initial registered agent in California shall be VCorp Services CA, Inc.. The registered agent in California may be changed by the Manager from time to time pursuant to the Act.

SECTION 2.3 Addresses of the Members. Upon execution of this Agreement, each Member shall provide such Member's mailing address to the Company, for use in any correspondence required pursuant to this Agreement. A Member may change the Member's address upon notice thereof to the Company.

SECTION 2.5 Term. The Company's term commenced on the filing of the Articles and shall continue until dissolved and terminated in accordance with Article VIII of this Agreement or by operation of law.

## ARTICLE III

### MEMBERS; CAPITALIZATION; CAPITAL ACCOUNTS

SECTION 3.1 Capitalization. The Company is authorized to issue one class of Membership Interests designated as Common Units ("Units"). The Members and their respective Capital Contributions are as set forth on Schedule I attached hereto (as may be amended from time to time as provided in this Agreement). The Manager may, in the Manager's discretion, cause the Company to issue additional Units on whatever terms deemed appropriate by the Manager. The Manager shall not,

however, create any Units with rights and preferences superior to the rights and preferences of the Common Units, without the approval of the holders of a majority of the outstanding Units.

SECTION 3.2 Issuance of Additional Units; Admission of New Members. No Member shall be required to make any additional Capital Contributions, other than with respect to the purchase of additional Units. Subject to the limitations set forth in Section 3.1, the Manager may issue additional Units, to the existing Members or to new Members, and may admit new Members at any time, subject to the approval of a Majority in Interest (as defined below) of the Members.

SECTION 3.3 No Interest; Return of Contributions. No Member shall be entitled to receive any interest on the Member's Capital Contributions. Except as otherwise provided in this Agreement, no Member nor Economic Interest holder shall have the right to receive the return of any Capital Contribution or withdraw from the Company, except upon the dissolution of the Company.

SECTION 3.4 Capital Account. The Company shall establish and maintain for each Member a Capital Account, which shall be:

(A) increased by (1) the aggregate amount of cash contributions to the Company by such Member, (2) such Member's share of the Company's Income, (3) the fair market value of property contributed by the Member net of liabilities secured by such property that the Company is considered to assume or take subject to under Code Section 752, and (4) the amount of any other upward adjustment to the Member's Capital Account required under Regulations Section 1.704-1(b), or any successor thereto; and

(B) decreased by (1) cash distributions to such Member from the Company (other than to any Member in repayment of any loan or advance), (2) such Member's share of the Company's Losses, (3) the fair market value of property distributed to the Member by the Company net of liabilities secured by such property that such Member is considered to assume or take subject to under Code Section 752, and (4) the amount of any other downward adjustment to the Member's Capital Account required under Regulations Section 1.704-1(b), or any successor thereto.

For purposes of computing the balance in a Member's Capital Account, no credit shall be given for any capital contribution which the Member is obligated to make until such contribution is actually made. If a Member transfers all or part of such Member's Membership Interest or Economic Interest, the Capital Account balance attributable to the transferred Membership Interest or Economic Interest shall carry over to the transferee. Notwithstanding any other provision in this Agreement, the Capital Accounts of the Members shall be maintained in accordance with Regulations Section 1.704-1(b), or any successor thereto.

SECTION 3.5 Loans. Subject to any limitations set forth in this Agreement and with the prior approval of the Manager, a Member may lend money to and transact other business with the Company. Any permitted loan to the Company made by a Member shall not entitle the lending Member to any greater share of Company distributions or subject the lending Member to any greater proportionate allocation of Company Income or Losses. The amount of any such loan or advance shall be a debt owed by the Company to the lending Member on the terms agreed to by the Manager. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member.

SECTION 3.6 Certificates. The Units initially shall not be represented by certificates. However, if the Manager determines, in the Manager's discretion, to cause the Company to issue certificates to evidence a Member's interest in the Company, each such certificate shall bear a legend to

the effect that the Units have not been registered under the Securities Act of 1933, as amended, and are subject to the restrictions on transferability and sale set forth in this Agreement, as well as any other legends that the Manager deems appropriate.

#### ARTICLE IV

##### MANAGEMENT AND CONTROL OF THE COMPANY

###### SECTION 4.1 Election of the Manager.

(A) Number. The Company shall initially have one (1) Manager, who shall be Chris Cuvelier. The number of Managers may be increased or decreased, to the extent there is more than one (1) Manager, with the unanimous consent of the Managers.

(B) Election; Term. The Manager or Managers shall be elected by the holders of a majority of the outstanding Units. Unless a Manager resigns or is removed, the Manager shall hold office until a successor is elected and qualified.

(C) Resignation. Any Manager may resign at any time by giving written notice to the Company, without prejudice to the rights, if any, of the Company under any contract to which the Manager is a party. The resignation of any Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

(D) Removal. Any Manager may be removed at any time with the written consent of both Managers, provided that a Manager may voluntarily resign without the consent of the other Manager. Any removal shall be without prejudice to the rights, if any, of the Manager under any employment contract and, if the Manager is also a Member, shall not affect the Manager's rights as a Member or constitute a withdrawal of a Member.

(E) Vacancies. Any vacancy occurring for any reason in the position of Manager may be filled by the affirmative vote or written consent of the holders of a majority of the outstanding Units.

###### SECTION 4.2 Management of the Company by the Manager.

(A) General Authority. The business and affairs of the Company shall be managed exclusively by the Manager; provided, however, that the Manager may delegate to the Company's officers the authority to carry out the Company's day-to-day functions. The Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company described herein.



(B) Specific Rights and Powers of the Manager. Without limiting the generality of the rights and powers which the Manager have under Section 4.2(A), the Manager shall have all of the specific rights and powers required for the management of the Company, including the right to do the following:

- (i) Acquire and manage investments;
- (ii) Acquire by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (iii) Endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts;
- (iv) Sell, exchange, lease, or otherwise dispose of the real property and other property and assets owned by the Company, or any part thereof, or any interest therein;
- (v) Borrow money from any party including the Manager and the Manager's Affiliates, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend, or change the terms of, or extend the time for the payment of any indebtedness or obligation of the Company, and secure such indebtedness by mortgage, deed of trust, pledge, security interest, or other lien on Company assets;
- (vi) Guarantee the payment of money or the performance of any contract or obligation of any Person;
- (vii) Sue on, defend, or compromise any and all claims or liabilities in favor of or against the Company; submit any or all such claims or liabilities to arbitration; and
- (viii) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, including legal counsel, auditors, and others, in connection with the Company business and to pay therefor such remuneration as the Manager may determine.

(C) Meetings. Annual meetings of the Manager shall not be required. If there is at any time more than one (1) Manager, meetings of the Managers may be called by or at the request of any Manager. If there is more than one (1) Manager and if any meeting is proposed to be called:

- (i) Notice of any Manager meeting shall be given to the Managers no fewer than five (5) days prior to the date of the meeting. Attendance of a Manager at such a meeting shall constitute a waiver of notice of such meeting except where such Person attends such meeting for the express purpose of objecting to the transaction of business because the meeting is not properly called or convened. Neither the business to be transacted nor the purpose of the meeting need be specified in the notice of such meeting.
- (ii) A majority of the number of Managers shall constitute a quorum for transaction of business at such meeting; provided, however, that if less than a majority of such number of Persons are present at such meeting, a majority of the Persons present may adjourn the meeting at any time without further notice.
- (iv) The act of a majority of the Managers shall be the act of such Managers, unless the act of a greater number is specifically required by this Agreement.



(v) Any action required to be taken at a meeting of the Managers may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Managers entitled to vote with respect to the subject matter thereof. Any such consent signed by all of the Managers shall have the same effect as a unanimous vote and may be stated as such in any document filed with the California Secretary of State or elsewhere.

(vi) The Managers may participate in any meeting through the use of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Persons so participating.

(D) Member Approval. Without the approval of the holders of more than fifty percent (50%) of the Percentage Interest in the Company held by Members (a "Majority-in-Interest"), the Manager shall not cause the Company to engage in any of the following transactions:

- (i) The merger of the Company with another limited liability company or limited partnership;
- (ii) The merger of the Company with a corporation or a general partnership or other Person;
- (iii) The establishment of additional classes of Members;
- (iv) Transactions between the Company and one or more of the Manager or Members or one or more of any Manager's or Member's Affiliates, or transactions in which one or more of the Manager or Members, or one or more of any Manager's or Member's Affiliates has a material financial interest;
- (v) Without limiting subsection (iv), the lending of money by the Company to any Manager, Member, or officer;
- (vi) The confession of a judgment against the Company;
- (vii) The filing of a bankruptcy petition on behalf of the Company;
- (viii) The sale of all or substantially all of the assets of the Company; and
- (ix) Any other transaction described in this Agreement as requiring the vote, consent, or approval of the Members.

SECTION 4.3 Performance of Duties; Liability of Manager. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the Manager has failed to comply with the good faith standard of this Section 4.3 or the loss or damage shall have been the result of fraud, deceit, reckless or intentional misconduct, or a knowing violation of law by the Manager. A Manager shall perform the Manager's managerial duties in good faith, in a manner the Manager reasonably believes to be in the best interests of the Company and its Members, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties of Manager shall not have any liability by reason of being or having been a Manager of the Company.





SECTION 4.4 Devotion of Time. The Manager, in the capacity as Manager, shall devote whatever time, effort, and skill as the Manager deems appropriate for the operation of the Company.

SECTION 4.5 Transactions between the Company and the Manager. The Manager may not, and may not cause his Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property; the rendering of any service; borrowing or loaning money; or the establishment of any salary, other compensation, or other terms of employment) with the Company unless (i) such transaction is not expressly prohibited by this Agreement and (ii) the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length.

SECTION 4.6 Salaries of Managers. The Manager, in its capacity as Manager, shall not be entitled to a salary or remuneration for services rendered or goods provided to the Company, unless otherwise determined by the holders of a majority of the outstanding Units. The Manager does not intend that there be any management fee. Any salary of any Manager who is also a Member shall be treated as a guaranteed payment within the meaning of Section 707(c) of the Code. The Company shall reimburse a Manager and a Manager's Affiliates for the actual cost of materials and third party services used for or by the Company. The Company shall also pay or reimburse a Manager or a Manager's Affiliates for organizational expenses (including, without limitation, legal and accounting fees and costs) incurred to form the Company and prepare and file the certificate of formation and this Agreement.

SECTION 4.7 Officers. The Manager may appoint officers at any time. The officers shall serve at the pleasure of the Manager, subject to all rights, if any, of an officer under any contract of employment. The officers shall exercise such powers and perform such duties as shall be determined from time to time by the Manager. The salaries of all officers of the Company shall be fixed by the Manager.

SECTION 4.8 Members' Meetings; Voting; Liability.

(A) Meetings.

(i) Time and Place; Secretary. Meetings of Members may be held at the Company's principal place of business or as otherwise determined by the Manager. At any such Members' meeting, the Manager shall appoint a person to preside at the meeting and a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute books of the Company.

(ii) Notice. Written notice of a meeting of Members shall be sent or otherwise given to each Member not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and the general nature of the business to be transacted. Attendance of a Member at any such meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(iii) Quorum. The holders of a Majority-in-Interest, present in person or by proxy, shall constitute a quorum for transaction of business at any meeting of the Members. The act of the holders of a Majority-in-Interest present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by this Agreement.



(iv) Action Without a Meeting. Any action that may be taken at a meeting of Members may be taken without a meeting, if a consent in writing setting forth the action so taken, is signed and delivered to the Company by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to vote on that action at a meeting were present and voted. Prompt notice shall be given of the taking of any other action approved by Members without a meeting by less than unanimous written consent, to those Members entitled to vote who have not consented in writing.

(v) Telephonic Meetings. Members may participate in any Members' meeting through the use of any means of conference telephones or similar communications equipment as long as all Members participating can hear one another. A Member so participating is deemed to be present in person at the meeting.

(vi) Record Date. The Manager may set a record date that is not more than sixty (60) days nor less than ten (10) days prior to the date of the meeting and not more than sixty (60) days prior to any other action. If no record date is fixed: (a) the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held; (b) the record date for determining Members entitled to give consent to Company action in writing without a meeting shall be the day on which the first written consent is given; (c) the record date for determining Members for any other purpose shall be at the close of business on the day on which the Manager adopt the resolution relating thereto, or the sixtieth (60<sup>th</sup>) day prior to the date of the other action, whichever is later; and (d) the determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting unless a Manager or the Members who called the meeting fix a new record date for the adjourned meeting, but the Manager or the Members who called the meeting shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

(v) Proxies. Every Member entitled to vote at a meeting of Members shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Company. A proxy shall be deemed signed if the Member's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, electronic transmission or otherwise) by the Member or the Member's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (a) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the Company stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (b) written notice of the death or incapacity of the maker of that proxy is received by the Company before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy.

(B) Voting. At all meetings of the Members, each Member entitled to vote shall be entitled to cast one vote, in person or by proxy, for each Unit held by such Member. When a quorum is present at any meeting, the affirmative vote of (a) a majority of the Units represented at the meeting shall be the act of the Members, unless the affirmative vote of a larger number is required by law, the Articles or this Agreement. If a quorum is present at the commencement of a meeting but the withdrawal of a Member results in less than a quorum, the affirmative vote of (a) a majority of the Units required to constitute a quorum shall be the act of the Members, unless the affirmative vote of a larger number is required by law, the Articles or this Agreement.



(C) Liability. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

(D) Joint Property. Each named Member holding such Member's Membership Interest as joint property represents that, to the extent required, such Member shall obtain any consent or approval as is required from such Member's spouse prior to exercise of voting rights as a Member in the Company.

## ARTICLE V

### ALLOCATIONS OF INCOME AND LOSSES AND DISTRIBUTIONS

#### SECTION 5.1 Allocations of Income and Losses.

(A) Income. Subject to Sections 5.1(C) and (D), Income shall be allocated among the Members as follows:

(i) First, to the Members pro-rata in proportion to and to the extent of their respective shares of Losses allocated to them and not previously reversed under this Section 5.1(A)(i): (a) first under Section 5.1(B)(iii) and (b) next under Section 5.1(B)(ii); and

(ii) The balance, if any, to the Members in accordance with their respective Percentage Interests.

(B) Losses. Subject to Sections 5.1(C) and (D), Losses shall be allocated as follows:

(i) First, to the Members pro-rata in proportion to and to the extent of their respective shares of Income previously allocated to them under Section 5.1(A)(ii) and not previously reversed under this Section 5.1(B)(i);

(ii) Second, to all of the Members with positive Capital Account balances, pro-rata until their Capital Accounts are equal to zero; and

(iii) The balance, if any, to the Members in accordance with the Percentage Interests.

(C) Allocations With Respect to Contributed Property. Allocations of book and tax items with respect to property contributed by any Member shall be made solely for federal income tax purposes as required by section 704(c) of the Code using the traditional method. Following any revaluation of the Company's assets and the adjustment of any Member's Capital Account pursuant to Regulations Section 1.704-1(b)(2)(iv)(f) to reflect such revaluation, the Members' Capital Accounts shall be adjusted for various items as computed for book purposes with respect to such revalued assets as required by Regulations Section 1.704-1(b) and the Members' shares of such items as computed for tax purposes with respect to such items shall be determined as required by Regulations Section 1.704-1(b). Income or Losses upon the disposition of any property contributed to the Company shall be determined with respect to the book basis of such property instead of its income tax basis.



(D) Qualified Income Offset; Nonrecourse Debt Minimum Gain Chargeback; Deficit Capital Account Balances.

(i) Any provisions as are required to have a "qualified income offset" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(d), or any successor thereto, and the provisions of that Section defining a qualified income offset are included in this Agreement.

(ii) Notwithstanding any other provision of this Agreement to the contrary, if in any year there is a net decrease in the amount of the Company's Minimum Gain (within the meaning of Regulations Section 1.704-2(d), or any successor thereto), then each Member shall first be allocated items of gross income for such year equal to that Member's share of the net decrease in Company Minimum Gain (within the meaning of Regulations Section 1.704-2(g)(1), or any successor thereto).

(iii) Notwithstanding the prior provisions, Loss allocations to a Member shall be made only to the extent that such Loss allocations will not create a deficit Capital Account balance for that Member in excess of an amount, if any, equal to such Member's share of Company Minimum Gain. Any Loss not allocated to a Member because of the foregoing provision shall be allocated to the other Members (to the extent the other Members are not limited in respect of the allocation of Losses under this Section 5.1(D)(iii).

(iv) Any allocations of items of Income or Loss pursuant to Section 5.1 shall be taken into account in computing subsequent allocations of Income or Losses pursuant to this Article V so that the net amounts of the allocations under this Article V shall, to the maximum extent possible, be equal to the net amounts that would have been allocated pursuant to this Article V if there had been no allocations pursuant to this Section 5.1(D).

(E) Allocation of Income and Losses and Distributions in Respect of a Transferred Interest. If any Economic Interest is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any fiscal year, Income or Losses for such fiscal year shall be allocated among the Members by the Manager using any method permitted under the Code.

SECTION 5.2 Distributions of Distributable Cash by the Company.

(A) Distributions. Distributable Cash other than on dissolution shall be distributed at such times and in such amounts as the Manager shall determine. To the extent Distributable Cash is distributed, such Distributable Cash shall be distributed to the Members based on their Percentage Interests, but not to any Member in excess of the positive balance in the Member's Capital Account.

Notwithstanding the foregoing, each Member shall receive from the Distributable Cash available for distribution for each Fiscal Year or part thereof an amount equal to the aggregate amount of U.S. federal and state income tax such Member would owe on the Income allocated to the Member from the Company for such Fiscal Year or part thereof under Section 5.1(A)(iii), assuming the Member were subject to a net combined federal and state income tax rate of 40%. Any distribution of cash pursuant to this paragraph shall be taken into account in computing subsequent distributions pursuant to this Section 5.2 so that the net amounts of all distributions under this Section 5.2 shall to the maximum extent possible be equal to the net amounts that would have been distributed pursuant to such Section if there had been no distributions pursuant to this paragraph.

(B) Record Holders. All such distributions shall be made only to the Persons who, according to the Company's books and records, are the holders of record of the Economic Interests in respect of which such distributions are made on the actual date of distribution.



(C) Withholding. If a distribution to any Member is subject to withholding pursuant to the Code, or any other provision of federal, state or local law, the Company shall withhold all amounts otherwise distributable to such Member as are required by law and any amounts so withheld shall be deemed to have been distributed to such Member under this Agreement.

(D) Liability. Subject to Section 5.4, neither the Company nor the Manager shall incur any liability for making distributions in accordance with this Section 5.2.

(E) Salaries. Salaries paid to employees who are also Members of the Company shall be treated as guaranteed payments within the meaning of Section 707(c) of the Code.

#### SECTION 5.3 Form of Distribution.

(A) A Member, regardless of the nature of the Member's Capital Contribution, has no right to demand and receive any distribution from the Company in any form other than money.

(B) Subject to the provisions of this Section 5.3, the Manager may, at such times as are determined by the Manager in its discretion, cause the Company to distribute to the Members in the priorities set forth in Section 5.2, other than on liquidation of the Company, all Non-marketable Securities acquired and held by the Company which have become Marketable Securities. Any Marketable Securities, in possession of the Company may be distributed only if they are not subject to any legal or contractual restrictions on sale or transferability, including without limitation, lock-up agreements entered into in connection with a public offering or volume restrictions imposed by applicable securities laws.

During the liquidation of the Company, the Manager shall use its reasonable best efforts, consistent with its good faith financial judgment, to sell or otherwise liquidate any Non-marketable Securities held by the Company at the time of the occurrence of an event that causes a dissolution of the Company.

Any property distributed in kind by the Company shall be valued at fair market value in good faith by the Manager and treated as though the property were sold for such value which value shall be treated as Distributable Cash for all purposes of this Agreement. The difference between such value of the property distributed in kind and its book basis shall be treated as Income or Loss on the sale of the property and shall be credited or charged to the Members in proportion to their respective shares of Income and Losses pursuant to Section 5.1 as though actually recognized by the Company for U.S. federal income tax purposes.

#### SECTION 5.4 Restriction on Distributions.

(A) Insolvency Limitation. No distribution shall be made if, after giving effect to the distribution, all liabilities of the Company, other than liabilities of the Company to Members on account of their Membership Interests and liabilities for which the recourse of creditors is limited to specific property of the Company, exceed the fair market value of the assets of the Company, except that the fair market value of the property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair market value of that property exceeds that liability.

(B) Determination. The Manager may base a determination that a distribution is not prohibited on any of the following basis: (i) financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances; (ii) a fair valuation; or (iii) any other method that is reasonable in the circumstances.



(C) Return of Distributions. Any Member or Assignee who receives a distribution in violation of Section 5.4(A) who knew at the time of the distribution that the distribution violated Section 5.4(A) shall be liable to the Company for the amount of the distribution.

## ARTICLE VI

### TRANSFER AND ASSIGNMENT OF INTERESTS

SECTION 6.1 Restrictions on Transfer of Interests. In addition to other restrictions found in this Agreement, no Member shall transfer, assign, convey, sell, encumber or in any way alienate all or any part of the Member's Membership Interest (collectively, a "Transfer"): (i) without the advance written consent of the Manager, (ii) without compliance with applicable securities laws, and (iii) if the Membership Interest to be transferred, when added to the total of all other Membership Interests transferred in the preceding twelve (12) consecutive months prior thereto, would cause the tax termination of the Company under Code Section 708(b)(1)(B).

SECTION 6.2 Family and Affiliate Transfers. The Units of any Member may be transferred at any time subject to compliance with Sections 6.1 and 6.4, by the Member (i) by inter vivos gift, testamentary transfer or otherwise to any spouse, child or grandchild of the Member (or, if the Member is an entity, the beneficial owner of the Member), or to a trust for the benefit of the Member or such spouse, child or grandchild of the Member (or, if the Member is an entity, the beneficial owner of the Member), or (ii) to any Affiliate of the Member.

SECTION 6.3 Effective Date of Permitted Transfers. Any permitted transfer of all or any portion of a Units or an Economic Interest shall be effective as of the day following the date upon which the applicable requirements of Section 6.1 have been met. The Managers shall provide the appropriate Member with written notice of such transfer as promptly as possible after the requirements of Section 6.1 have been met. Any transferee of Units shall take such Units subject to the restrictions on transfer imposed by this Agreement.

SECTION 6.4 Substitution of Members. An Assignee of a Membership Interest shall have the right to become a Member if and only if (i) the requirements of Sections 6.1 are met, (ii) the Assignee executes an instrument satisfactory to the Managers accepting and adopting the terms and provisions of this Agreement, and (iii) the Assignee pays any reasonable expenses in connection with the Assignee's admission as a new Member. The admission of an Assignee as a substitute Member shall not result in the release of the Member who assigned the Membership Interest from any liability that such Member may have to the Company.

SECTION 6.5 Rights of Legal Representatives. If a Member who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property, including any power the Member has under the or this Agreement to give an assignee the right to become a Member. If a Member is a corporation, trust, or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

SECTION 6.6 No Effect to Transfers in Violation of Agreement. Any Transfer of a Membership Interest in violation of this Article VI shall be null and void and the purported transferee shall not become either a Member or an Assignee.



## ARTICLE VII

### ACCOUNTING, RECORDS, REPORTING BY MEMBERS

SECTION 7.1 Books and Records; Fiscal Year. The Company's books and records shall be kept, and the financial position and the results of its operations recorded, in accordance with the method of accounting followed by the Company for federal tax purposes. The annual accounting period of the Company shall be its taxable year, which shall be the calendar year. The Company's books and records shall reflect all the Company transactions and shall be appropriate and adequate for the Company's business.

SECTION 7.2 Access to Accounting and Other Records.

(A) All Members and Manager. Each Member and each Manager shall have the right to obtain from the Company from time to time, upon reasonable written demand for any purpose reasonably related to the Member's interest as a Member, or such Manager's position as a Manager, as applicable, to inspect and copy during normal business hours any of the items described in the Act.

(B) Holders of Units. Members holding Units shall have the right, upon reasonable request for purposes reasonably related to the interest of the Member as a Member, to discuss with the Company's management and its agents, the affairs of the Company, subject to such reasonable confidentiality restrictions as may be imposed by the Manager.

SECTION 7.3 Financial Statements. The Manager shall mutually appoint a certified independent public accountant to review and prepare the Company's financial statements. The following Company financial statements and information shall, at the Company's expense, be prepared and delivered to all of the Members at the following times: (i) audited annual financial statements, within ninety (90) days following the Company's fiscal year end; and (ii) such information as is necessary for the preparation of the Members' and Assignees' federal and state income tax returns, at least ninety (90) days after the end of each taxable year.

SECTION 7.4 Bank Accounts. The Manager initially shall maintain the Company's funds, if any, in one bank account in the Company's name, and shall not permit the Company's funds to be commingled in any fashion with the funds of any other Person.

SECTION 7.5 Tax Matters for the Company Handled by the Manager and Tax Matters Partner. The Manager shall from time to time cause the Company to make such tax elections as the Manager deems appropriate. The Manager, provided the Manager is a Member, shall be the "Tax Matters Partner" (as defined in Code Section 6231). The Tax Matters Partner shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith. The Tax Matters Partner shall oversee the Company tax affairs in the overall best interests of the Company. If for any reason the Tax Matters Partner can no longer serve in that capacity or ceases to be a Member or Manager, as the case may be, the Members may designate another Member to be Tax Matters Partner.



## ARTICLE VIII

### DISSOLUTION AND WINDING UP

SECTION 8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

- (A) the entry of a decree of judicial dissolution pursuant to the Act;
- (B) the affirmative vote of a Majority in Interest of the Members; or
- (C) the sale of all or substantially all of the assets of the Company.

SECTION 8.2 Winding Up. Upon the occurrence of any event specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Manager or Manager remaining, if there is only one Manager, or, if there are no Manager, the Members, shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and assets, shall either cause its assets to be sold or distributed, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 8.4. The Persons winding up the Company's affairs shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the Company's records. The Manager or Members winding up the Company's affairs shall be entitled to reasonable compensation for such services.

SECTION 8.3 Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation shall first be valued at its fair market value to determine the Income or Loss that would have resulted if such asset were sold for such value, such Income or Loss shall then be allocated pursuant to Article V, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Manager.

#### SECTION 8.4 Order of Payment Upon Dissolution

(A) Priority. After determining that all known debts and liabilities of the Company, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to and to the extent of the remaining positive balances in the Capital Accounts of each of them after taking into account all allocations and distributions for the Company's fiscal year during which such liquidation occurs through the date of such liquidation (other than adjustments due to distributions pursuant to this Section 8.4(A)).

(B) Time of Distribution. Such liquidating distributions shall be made by the end of the Company's taxable year in which the Company is liquidated, or, if later, within ninety (90) days after the date of such liquidation.

SECTION 8.5 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the Company's assets for the return of the Member's positive Capital Account balance and shall have no



recourse for the Member's Capital Contribution and/or share of Income (upon dissolution or otherwise) against the Manager or any other Member.

SECTION 8.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement and the Act, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

SECTION 8.7 Certificate of Cancellation. Upon dissolution of the Company and the completion of the winding up of its business, a certificate of cancellation shall be filed with the Delaware Secretary of State, pursuant to the Act. At such time, the Company shall also file an application for withdrawal of the Company's certificate of authority in any jurisdiction where it is then qualified to do business.

## ARTICLE IX

### INDEMNIFICATION

SECTION 9.1 Right to Indemnification. Subject to the limitations and conditions provided in this Agreement, each Person (as "Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (other than an action by or in the right of the Company) (a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that it, or a Person of whom it is the legal representative, is or was a Member, Manager or Advisory Board member, or is or was serving as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary (a "Responsible Person") of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise (an "Other Entity") shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith to the best interest of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that its conduct was unlawful.

SECTION 9.2 Derivative Claims. Subject to the limitations and conditions provided in this Article IX, the Company shall and does hereby indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Person is or was a Manager of the Company, or is or was serving as a Responsible Person of an Other Entity against expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection with the defense or settlement of such action or suit, if such Person acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Company; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable for negligence or misconduct in the performance of its duty to the Company unless, and only to the extent that, the court in which such action or suit was brought shall

determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

SECTION 9.3 Successful Defense. To the extent a Person has been successful, on the merits or otherwise, in the defense of any Proceeding referred to in Sections 9.2 or 9.3, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection therewith.

SECTION 9.4 Determinations Based on Standard of Conduct. Any indemnification under Sections 9.2 or 9.3 (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the Person is proper in the circumstances because it has met the applicable standard of conduct set forth therein. Such determination shall be made by the holders of a majority of the outstanding Units.

SECTION 9.5 Survival. Indemnification under this Article IX shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article IX shall be deemed contract rights, and no amendment, modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

SECTION 9.6 Advance Payment. The right to indemnification conferred by this Article IX shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of its good faith belief that it has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such Person is not entitled to be indemnified under this Article IX or otherwise.

SECTION 9.7 Indemnification of Other Persons. The Company, by adoption of a resolution of the Manager, may indemnify and advance expenses to Persons who are not or were not Manager, employees or agents of the Company but who are or were serving at the request of the Company as a Responsible Person of an Other Entity against any liability asserted against it and incurred by it in such a capacity or arising out of its status as such a Person to the same extent it may indemnify and advance expenses of Manager under this Article IX.

SECTION 9.8 Appearance as Witness. Notwithstanding any other provision of this Article IX, the Company may pay or reimburse expenses incurred by any Manager in connection with its appearance as a witness or other participation in a Proceeding at a time when it is not a named defendant or respondent in the Proceeding.

SECTION 9.9 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this Article IX shall not be exclusive of any other right which such a Manager or other Person may have or hereafter acquire under any law (common or statutory), provision of this Agreement, agreements, vote of Members or disinterested Manager or otherwise.

SECTION 9.10 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself and any Indemnified Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss

under this Article IX.

SECTION 9.11 Member Notification. To the extent required by law, any indemnification of or advance of expenses to a Manager in accordance with this Article IX shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting, if any, or with or before the next submission to Members of a consent to action without a meeting and, in any case, within a twelve (12) month period immediately following the date of the indemnification or advance.

SECTION 9.12 Savings Clause. If Section 9.1, 9.2 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Manager or any other Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated and to the fullest extent permitted by applicable law.

## ARTICLE X

### MISCELLANEOUS

SECTION 10.1 Complete Agreement. This Agreement constitutes the complete and exclusive statement of agreement among the Members and the Manager with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements or statements by and among the Members and the Manager or any of them. No representation, statement, condition or warranty not contained in this Agreement will be binding on the Members or Manager or have any force or effect whatsoever.

SECTION 10.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members, and their respective successors and assigns.

SECTION 10.3 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and the Manager and their respective successors and assigns nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

SECTION 10.4 Interpretation. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act, or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. If any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or the Member's counsel. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

SECTION 10.5 Jurisdiction; Governing Law. Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Member further agrees that personal jurisdiction over it may be effected by service of process by registered or certified mail addressed as provided to the Company pursuant to Section 2.4, and that when so made shall be as if served upon it personally within the State of California. All questions with respect to the interpretation of this Agreement and the rights and liabilities of the Members shall be governed by the laws of the State of California, without considering California choice of law principles.

SECTION 10.6 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid shall not be affected thereby.

SECTION 10.7 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

SECTION 10.8 Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing (which may include facsimile provided a confirmation copy is concurrently sent by a nationally recognized express courier for overnight delivery) and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member or Manager at the address provided to the Company pursuant to Section 2.4. Any party may, at any time by giving five (5) days' prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice will be given.

SECTION 10.9 Amendments. Except as otherwise provided in this Agreement, this Agreement may be amended only with the written consent of each of the Members. In the absence of any opinion of counsel as to the effect thereof, no amendment to this Agreement shall be made which violates the Act or is likely to cause the Company to be taxed as a corporation.

SECTION 10.10 Reliance on Authority of Person Signing Agreement. If a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

SECTION 10.11 No Interest in Company Property; Waiver of Action for Partition. No Member or Assignee has any interest in specific property of the Company. Without limiting the foregoing, each Member and Assignee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

SECTION 10.12 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 10.13 Attorney Fees. In the event that any dispute between the Company and the Members or among the Members should result in litigation, the prevailing party in such dispute shall be

entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section: (a) attorney fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

SECTION 10.14 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Person may be lawfully entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**MEMBERS:**

  
Chris Cuvelier

  
Jeff Clark

SCHEDULE I

CAPITAL CONTRIBUTIONS

<u>Name/Address</u>	<u>Capital Contribution</u>	<u>Date</u>	<u>Common Units</u>	<u>Percentage Interest</u>
Chris Cuvelier		1.28.21	5,000	50%
Jeff Clark		1.28.21	5,000	50%
<b>TOTALS</b>			10,000	100%

This Guaranty of Commercial Activity Permit (CAP) is made by Chris Cuvelier, an individual ("Guarantor"), in favor of the San Mateo Harbor District ("District"), in connection with that certain CAP dated September 30th, certain areas that Guarantor is allowed to use for commercial uses and is more particularly defined in the CAP ("Premises"). This Guaranty shall be attached to the CAP.

Guarantor and District agree as follows:

1. Guarantor unconditionally and irrevocably guarantees and promises to perform and be liable for any and all obligations and liabilities of the Mavericks Festival, LLC (Mavericks Festival) under the terms of the CAP.
2. Guarantor waives and agrees not to assert or take advantage of: (a) any right to require District to proceed against Mavericks Festival or any other person or to pursue any other remedy before proceeding against Guarantor; (b) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction, or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Mavericks Festival. Without in any manner limiting the generality of the foregoing, Guarantor waives the benefits of the provisions of sections 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.
3. The liability of Guarantor and all rights, powers, and remedies of District under this Guaranty and under any other agreement now or at any time hereafter in force between District and Guarantor relating to the CAP shall be cumulative and not alternative, and such rights, powers, and remedies shall be in addition to all rights, powers, and remedies given to District by law or in equity.
4. This Guaranty applies to, inures to the benefit of, and binds all parties to this Guaranty, their heirs, devisees, legatees, executors, administrators, representatives, successors, and assigns. This Guaranty may be assigned by District voluntarily or by operation of law.
5. The obligations of Guarantor under this Guaranty shall not be altered, limited, or affected by any proceeding, voluntary or involuntary, including the bankruptcy insolvency, receivership, reorganization, liquidation, or by any defense that Mavericks Festival may have by reason of any order, decree, or decision of any court or administrative body resulting from any such proceeding. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims that Guarantor may have against Mavericks Festival relating to any indebtedness, and will assign to District all rights of Guarantor under these claims. District shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action that a party filing a claim is entitled to take. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to District the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor assigns to District all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations under this Guaranty shall not be satisfied except to the extent that District receives cash by reason of any such payment or distribution. If District receives anything other than cash, the same shall be held as collateral for amounts due under this Guaranty.
6. (a) Guarantor agrees that the law of the State of California shall govern all questions with respect to the Guaranty; (b) Guarantor agrees that any suit, action, or proceeding arising directly or indirectly from the Guaranty, the CAP, or the subject matter of either shall be litigated only in courts located within the county and state in which the Premises are located; (c) Guarantor irrevocably consents to the jurisdiction of any



local, state, or federal court located within the county and state in which the Premises are located; and (d) without limiting the generality of the foregoing, Guarantor waives and agrees not to assert by way of motion, defense, or otherwise in any suit, action, or proceeding any claim that Guarantor is not personally subject to the jurisdiction of the above named courts, that such suit, action, or proceeding is brought in an inconvenient forum, or that the venue of such action, suit or proceeding is improper.

7. This Guaranty shall constitute the entire agreement between Guarantor and District with respect to the subject matter of this Guaranty and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter. Guarantor is not relying on any representations, warranties, or inducements from District that are not expressly stated in this Guaranty.

8. No provision of this Guaranty or right of District under it may be waived, nor may any Guarantor be released from any obligation under this Guaranty except by a writing duly executed by an authorized officer or director of District.

9. When the context and construction so requires, all words used in the singular in this Guaranty shall be deemed to have been used in the plural. The word "person" as used in this Guaranty shall include an individual, company, firm, association, partnership, corporation, trust, or other legal entity of any kind whatsoever.

10. If any provision of this Guaranty is determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

11. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions of this Guaranty, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further such exercise or the exercise of any other right, power, or privilege.

12. Time is strictly of the essence under this Guaranty and any amendment, modification, or revision of this Guaranty.

13. Any notice, request, demand, instruction, or other communication to be given to any party under this Guaranty shall be in writing and shall be delivered in the manner provided in the CAP for delivery of notices (and be deemed delivered in accordance with the time periods set forth in the CAP) and addressed to the party to be notified at the address set forth next to the parties' signatures, or to such other place as the party to be notified may from time to time designate by at least ten (10) days' notice to the notifying party.

14. Guarantor's execution and delivery of this Guaranty shall not result in any breach of, or constitute a default under, any mortgage, deed of trust, loan, credit agreement, partnership agreement, or other contract or instrument to which Guarantor is a party or by which Guarantor may be bound.

15. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Guaranty.

GUARANTOR: Chris Cuvelier

Executed on March 10th, 2023 at: El Granada, CA