

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
RENDEZVOUS ENTERPRISES INC.
(DOING BUSINESS AS RENDEZVOUS MUSIC & VENDING)**

This First Amendment to Professional Services Agreement dated November 1, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as ("COUNTY") Rendezvous Enterprises, Inc. (doing business as Music & Vending), a California corporation ("CONCESSIONER") is entered into this 9TH day of FEBRUARY, 2026.

WHEREAS, on November 1, 2025, COUNTY and CONCESSIONER entered into an Agreement for vending machine concessions at the California Redwood Coast Humboldt County Airport (ACV) and Murray Field Airport; and

WHEREAS COUNTY and CONCESSIONER now desire to amend the Professional Services Agreement to modify the description of services, concession fees, and consideration.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1 – Description of Services is hereby amended to read as follows:

CONCESSIONER hereby agrees to provide vending machine concessions at the California Redwood Coast – Humboldt County (ACV) and Murray Field (EKA) airports as described in Exhibit E – Concession Machine(s) Placed on Lease Premises and shall include one (1) Humboldt Made vending machine containing Humboldt Made local vendor products. In providing such services, CONCESSIONER agrees to comply with obligations as set forth in Section 5. CONCESSIONER Obligations, and fully cooperate with the Director of Aviation, or a designee thereof.

1. Section 1 – Description of Services

1. DESCRIPTION OF SERVICES:

CONCESSIONER hereby agrees to provide vending machine concessions at the California Redwood Coast – Humboldt County (ACV) and Murray Field (EKA) airports as described in Exhibit E – Concession Machine(s) Placed on Lease Premises. In providing such services, CONCESSIONER agrees to comply with obligations as set forth in Section 5. CONCESSIONER Obligations, and fully cooperate with the Director of Aviation, or a designee thereof.

2. Section 4 – Concession Fees and Consideration

4. CONCESSION FEES AND CONSIDERATION:

A. Rent. Commencing March 1, 2026, CONCESSIONER shall pay terminal space rent consisting of a monthly sum calculated at the base rate of One Dollar and Seventy-Five Cents (\$1.75) per square foot for a total monthly rental rate of \$210.00 follows:
ACV - \$159.25

EKA - \$50.75

Annual rate adjustments will be based on consumer price index (CPI).

B. Terminal Facility Space. CONCESSIONER has been assigned an aggregate total of 120 square feet of terminal space at the California Redwood Coast – Humboldt County Airport (ACV) and Murray Field Airport (EKA) as described below.

- a. ACV Terminal Space. CONCESSIONER has been assigned 91 square feet of terminal facility space at ACV, as described below. See Exhibit A – Diagram of Leased Premises.
 - i. Non-Secure Terminal Alcove Across from Staircase: 14 square feet.
 - ii. Non-Secure Terminal Wall Near Baggage Claim: 29 square feet.
 - iii. Non-Secure Terminal Alcove Under Staircase (Humboldt Made): 8 square feet.
 - iv. Secure Hold TSA Vending Near Business Center: 40 square feet.

- b. EKA Terminal Space. CONCESSIONER has been assigned 29 square feet of terminal facility space at EKA (Exhibit B), as described below: for a six (6) month trial period from November 1, 2025, through April 30, 2026.
 - i. EKA Pilot's Lounge: 29 square feet.
 - ii. Temporarily assigned for a six (6) month trial period from November 1, 2025, through April 30, 2026.
 - iii. CONCESSIONER will provide COUNTY with monthly spoilage reports by the 10th of the month following the reporting month, detailing quantity and cost of any spoilage at EKA.
 - iv. If CONCESSIONER's spoilage reports reflect \$10.00 or more in food or beverage spoilage at EKA, CONCESSIONER will remove vending machines.
 - v. If CONCESSIONER's spoilage reports reflect less than \$10.00 in food or beverage spoilage at EKA during the trial period, vending machines will remain at the location for remainder of the term of this Agreement.

C. Gross Receipts. For each calendar month during this Agreement, CONCESSIONER shall pay to COUNTY an on-airport concession fee equal to ten percent (10%) of CONCESSIONER's gross receipts. Concession fees are due by the 10th day of each following month.

- a. "Gross Receipts" means all revenues which CONCESSIONER receives in cash or credit under rental transactions it secures through its operations at one of COUNTY's airports.
- b. There must be no deductions to gross receipts for the payment of franchise taxes, sales and excise taxes, or taxes levied on concessions activities, facilities, equipment, or real or personal property of CONCESSIONER.
- c. CONCESSIONER shall report all income, both cash and credit, in its monthly statements of gross receipts. Payments shall be accompanied by a statement showing, in a manner satisfactory to COUNTY, the manner in which the gross receipts were calculated for each airport terminal.

3. Section 5 - CONCESSIONER OBLIGATIONS:

- A. Use of Premises. COUNTY hereby grants CONCESSIONER the non-exclusive use of the terminal to operate and maintain vending machines in the locations as shown on Exhibit A, Exhibit B, and Exhibit C.
 - a. CONCESSIONER shall ensure that the vending machines are kept stocked. Fully

stocked is hereby defined as having a minimum of three (3) individually packaged items in each column/row intersection of each vending machine.

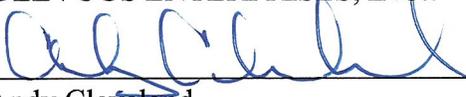
- b. CONCESSIONER shall ensure that all of the vending products are not expired. CONCESSIONER will not place individually packaged products marked not for individual (re)sale in the vending machines.
 - c. CONCESSIONER shall clearly post instructions for reimbursement in the event of vending machine malfunction.
 - d. CONCESSIONER shall clearly mark reasonable prices for all items sold in vending machines.
 - e. CONCESSIONER shall provide machines that are modern, commercial-grade, and in good working order.
 - f. Products may include beverages, snacks, and travel-related items, and Humboldt Made items subject to COUNTY approval.
 - g. Alcohol, cannabis, tobacco, and prohibited items are strictly prohibited.
4. Except as modified herein, the Professional Services Agreement dated November 1, 2026, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

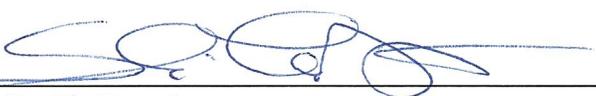
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

RENDEZVOUS ENTERPRISES, INC.:

By:  _____ Date: 2/9/26
Andy Cleveland
General Manager / Partner

By:  _____ Date: 2/9/26
Shellie Dortch
Administrator / Treasurer

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Director of Aviation
County of Humboldt

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Humboldt County Risk Management

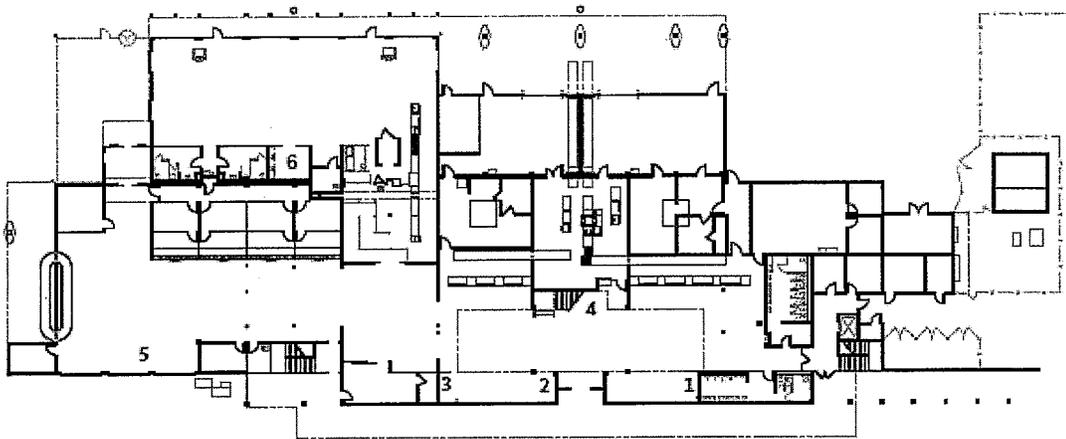
LIST OF EXHIBITS:

- Exhibit A –Diagram of Leased Premises (ACV)
- Exhibit B – Diagram of Leased Premises (EKA)
- Exhibit E – Concession Machine(s) Placed on Lease Premises

**EXHIBIT A
DIAGRAM OF LEASED PREMISES**

Rendezvous Enterprises, Inc. (doing business at Rendezvous Music & Vending)
Project: **HUMBOLDT COUNTY AIRPORT VENDING MACHINE CONCESSIONS**

Airport: California Redwood Coast – Humboldt County Airport (ACV)



AREAS IDENTIFIED FOR VENDING

1. Alcove across from United counter – 38 SF
2. Alcove across from staircase – 68 SF
3. Alcove across from Alaska/Breeze counter – 66 SF
4. Alcove under staircase – 16 SF
5. Wall near baggage claim – 285 SF
6. TSA vending – 136 SF

TOTAL SQUARE FOOTAGE: 609

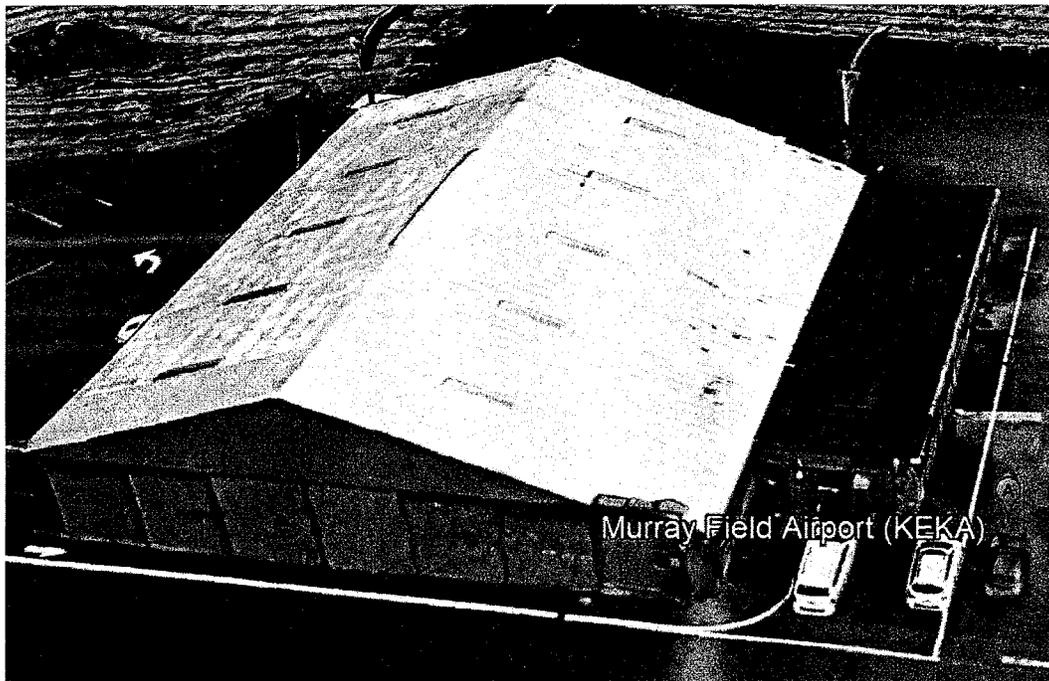
Rendezvous Enterprises, Inc. Leased Premises

- 2 Alcove Across from Staircase: 14 SF
- 4 Alcove Under Staircase (Humboldt Made): 8 SF
- 5 Wall Near Baggage Claim: 29 SF
- 6 TSA Vending: 40 SF

TOTAL LEASED SQUARE FOOTAGE: 91

EXHIBIT B
DIAGRAM OF LEASED PREMISES
Rendezvous Enterprises, Inc. (doing business at Rendezvous Music & Vending)
Project: **HUMBOLDT COUNTY AIRPORT VENDING MACHINE CONCESSIONS**

Airport: Murray Field Airport (EKA)



Rendezvous Enterprises, Inc. Leased Premises

Pilot's Lounge: 29 SF

TOTAL EKA LEASED SQUARE FOOTAGE: 29

EXHIBIT E
CONCESSION MACHINE(S) PLACED ON LEASE PREMISES
 Rendezvous Enterprises, Inc. (doing business at Rendezvous Music & Vending)
 Project: **HUMBOLDT COUNTY AIRPORT VENDING MACHINE CONCESSIONS**

EFFECTIVE AS OF 1ST DAY OF NOVEMBER 2025

Machine Name / Description	Unit / Serial Number	Airport / Location
Main Concourse Pepsi Refrigerated vending machine with cold drinks.	2430	ACV Non-Secure Terminal Area (near baggage claim)
Main Concourse Snack Vending machine with snack foods.	1169	ACV Non-Secure Terminal Area (near baggage claim)
Secure Area 7up Refrigerated vending machine with cold drinks.	2363	ACV Secure Hold Area (near business center)
Secure Area Snack Vending machine with snack foods.	1146	ACV Secure Hold Area (near business center)
Refrigerated Food Machine Refrigerated vending machine with food options.	To Be Assigned 22-K	ACV Secure Hold Area (near business center)
Travel Supply Machine Vending machine with miscellaneous travel items.	To Be Assigned 1422	ACV Non-Secure Terminal Area (near main terminal entrance)
Humboldt Made Machine Vending machine with Humboldt Made brand local vendor products.	To Be Assigned 2514	ACV Non-Secure Terminal Area (near main terminal entrance)
Cold Drink Machine Refrigerated vending machine with cold drinks.	To Be Assigned 2321	EKA Pilot's Lounge
Snack Machine Vending machine with snack foods.	To Be Assigned 910	EKA Pilot's Lounge