

PARKING SWAP AGREEMENT

This Parking Swap Agreement ("Agreement") is made by and between Southwest College of Medical-Dental and Practical Nurses, Inc. dba North-West College and/or Success Education Colleges ("The School"), with offices at 2121 West Garvey Ave. North, West Covina, CA 91790 and Grace Chinese Alliance Church, located at 2133 West Garvey Ave. North, West Covina, CA 91790 ("The Church"), and is effective as of Jan 01, 2023 ("Effective Date").

RECITALS

WHEREAS, the School owns and operates two private parking facilities located at 2121 West Garvey Ave. North, West Covina, CA 91790 and 2101 West Garvey Ave. North, West Covina, CA 91790 with a total of 97 parking spots.

WHEREAS, the Church owns and operates a private parking facility located at 2133 West Garvey Ave. North, West Covina, CA 91790, with a total of 27 parking spots,

WHEREAS, the School and the Church wish to allow access and use to each other's parking lots during certain days of the week.

WHEREAS, the term of this Agreement shall be valid for 36 months, commencing on the Effective Date (the "Agreement Term"). Unless either party notifies the other in writing at least thirty (30) days prior to the end of the then-current term, the Agreement will renew for an additional twelve months. Notwithstanding the same, either Party may terminate this Agreement, for any reason, at any time upon thirty (30) days written notice to the other Party.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. USE OF PARKING LOTS.

1.1 The School agrees to allow access and use of its parking lot and the Gate code by the Church for its members, extended congregation, and any other party related to the Church every Sunday beginning from 9:00AM and ending at 4:00PM. Advance notice and agreement for Saturday usage will be required to obtain from school. For special occasions such as Christian festivals, usage is only allowed upon the advance written agreement of the School.

1.2 The Church agrees to allow access to the gate code and their north side and west side parking lot (except the parking space next to the trash room at the north side parking lot, which shall be accessed by the trash pickup and gardening crew) by the School for its employees and/or students related to the School on every Monday through Thursday beginning from 8:00AM up until 1:00PM. For special occasions at the school, usage is only allowed upon the advance written agreement of the Church.

1.3 In no event shall either party revoke or restrict the use of their parking lots during the other party's allotted day(s), unless otherwise agreed upon in writing by both parties.

1.4 Both parties agree to carry at least \$1,000,000 of insurance coverage for their respective property to include coverage for personal injury. Each Party shall also name the other Party as an additional insured.

1.5 Each Party agrees to provide a security force, watchmen or caretakers and such other staff as shall be determined by the Parties in their reasonable discretion and to maintain security for their parking lot in the Church or School during the allotted usage times. .

2. **NO ASSIGNMENT.** Neither party may assign this Agreement without the other party's prior written consent, except that either party without such consent may assign this Agreement to any subsidiary of that party or to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of such party's voting securities or assets. Non-permitted assignments are void.

3. **INDEMNIFICATION.** Each party shall indemnify, defend and hold harmless the other party and its affiliates (including its and their respective directors, officers, employees and agents) from and against any Claims arising from or relating to personal injury or tangible property damage resulting from such party's or its personnel's negligence or willful misconduct. The indemnified party will give the indemnifying party prompt written notice of any Claim and will cooperate in relation to the Claim at the indemnifying party's expense. The indemnifying party will have the exclusive right to control and settle any Claim, except that the indemnifying party may not settle a Claim without the indemnified party's prior written consent (not to be unreasonably withheld) if the settlement requires the Indemnified party to admit any liability or take any action or refrain from taking any action. The Indemnified party may participate in defense of any Claim at its expense.

4. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties. There are no promises, contracts, terms, conditions, undertakings, understandings, warranties, covenants or representations, oral or written, express or implied, among them other than as set forth in this Agreement. This Agreement may not be modified, orally or in any manner other than by an Agreement in writing signed by both parties and their respective successors in interest.

5. **DELIVERY; COUNTERPARTS.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signature of, or on behalf of, all of the parties hereto. This Agreement may be executed by electronic signature.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

Southwest College of Medical-Dental and Practical
Nurses, Inc.

By: [Signature] 1/20/2023

Name: JASON LI

Title: CFO

Contact Person: Aldwin Daus
Phone Number: 626-960-5046
Email: AldwinD@success.edu
Notices Address: Same as above

Grace Chinese Alliance Church

By: [Signature]

Name: Joanne Tang

Title: Vice Chair

1/20/2023
Contact Person: Rev. Will Law
Phone Number: 650-438-2579
Email: iamlaw2@gmail.com
Notices Address: