

License Agreement

1. Parties. This License Agreement is entered into on the date last below written by and between AIRSPACE INTEGRATION, LLC ("Licensor") and _____ ("Licensee").

2. Description of Property. Monterey Bay Academy ("MBA") is a Seventh-day Adventist parochial secondary boarding school whose campus is located at 783 San Andreas Rd., Santa Cruz County, California ("Property"). The Property contains an aircraft runway and ancillary area ("Airstrip"). MBA has entered into an agreement with Licensor whereby Licensor has the right to enter into License Agreements such as this in regard to the Airstrip

3. Grant of License. In consideration of Licensee's promises contained herein, Licensor grants to Licensee a license ("License") to use the Airstrip to take off and land aircraft. (If applicable: The aircraft Licensee will normally use in connection with this license is a _____

(Year, Make, Model, "N" Number)

_____.)

(Year, Make, Model, "N" Number)

This License includes the right to use the Airstrip to move and park aircraft for relatively brief periods of time between landings and takeoffs; such use shall be absolutely subject to directions from Licensor or, in Licensor's absence, MBA. Licensee shall not have the right to leave the aircraft on the Airstrip overnight without the express, written consent of Licensor. Licensee may not use the Airstrip, pursuant to this License, or other parts of the Property for any other purpose or business without obtaining MBA's prior written consent. In exercising any rights under this License, Licensee must use reasonable care. Licensee understands that MBA observes the period from sunset on Friday to sunset the following Saturday as the Sabbath, a day of rest, worship and reflection for its students and residents, and requests that Licensor, respecting MBA's Sabbath observance, limit Licensor's use of the Airstrip during this time period.

4. License Nonassignable. This License is personal to Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

5. Period of License. This License shall start on _____ and shall end on the earlier of one year thereafter or the expiration date of Licensee's liability insurance policy as set forth below in paragraph 9. Either Licensor or MBA may revoke this License, if Licensee is in breach of this agreement, by having a written revocation notice delivered to Licensee. After receipt of a notice of termination of this license, Licensee, shall have no more right to use the Airstrip except to take off once in order to remove all of Licensee's personal property, including Licensee's aircraft, from the Property not more than one (1) week from the date the notice is delivered to Licensee

6. Pilot's License. Licensee represents and warrants to Licensor that Licensee is licensed by the Federal Aviation administration to pilot any aircraft used pursuant to this License. Licensee shall use the Airstrip only while so licensed and only in accordance with the terms of that license.

7. CONDITION OF AIRSTRIP. LICENSOR AND MBA MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OR SAFETY OF THE AIRSTRIP OR THE REMAINDER OF THE PROPERTY. NEITHER LICENSOR NOR MBA HAS ANY DUTY, AS TO LICENSEE, TO MAINTAIN THE AIRSTRIP. LICENSEE ACKNOWLEDGES THAT HE/SHE IS USING THE AIRSTRIP AT HIS/HER OWN RISK AND FULLY ASSUMES ALL RISK OF LOSS, DAMAGE, OR INJURY THAT HE/SHE MAY SUSTAIN WHILE USING THE AIRSTRIP OR THE PROPERTY.

8. Waiver, Hold Harmless and Indemnification. As a material part of the consideration to be rendered by Licensee under this Agreement:

A. Licensee hereby voluntarily releases, discharges and waives any and all actions or causes of action for personal injury, property damage or wrongful death occurring to Licensee, and for any expenses or loss of income

related thereto, as a result of using the Airstrip and the remainder of the Property or as the result of any other activity pursuant to this License, wherever or however occurring, whether arising by willful conduct, negligence or otherwise. Licensee does, for him/herself, his/her heirs, executors, administrators and assigns, hereby agree that under no circumstances will Licensee or his/her heirs, executors, administrators or assigns prosecute or present any such claim for personal injury, property damage, wrongful death, or for expenses or loss of income related thereto, against Licensor (or any of Licensor's directors, officers, agents, servants, employees or insurer[s]) or the General Conference of Seventh-day Adventists, or any of its subsidiary or related organizations, including but not limited to, the Central California Conference of Seventh-day Adventists and MBA (or any of the directors, officers, members, agents, servants, employees or insurer[s] thereof).

B. Licensee, for him/herself, his/her heirs, executors, administrators and assigns, agrees that Licensor (and all of Licensor's directors, officers, agents, servants, employees and insurer[s]) and the General Conference of Seventh-day Adventists, and all of its subsidiary and related organizations, including but not limited to, the Central California Conference of Seventh-day Adventists and MBA (and all of the directors, officers, members, agents, servants, employees and insurer[s] thereof) (collectively, "Indemnified Parties") shall be free from all liability and claim for damages by reason of any injury or death to any person or persons, including Licensee and Licensee's family members, employees and agents, or property of any kind whatsoever and to whomsoever belonging, including Licensee and Licensee's family members, employees and agents, from any cause or causes whatsoever in connection with Licensee's use of the Airstrip and the remainder of the Property or as the result of any other activity pursuant to this License; Licensee hereby covenants and agrees to indemnify the Indemnified Parties, and each of them, and save them, and each of them, harmless from all liability, loss, cost and obligation on account of, or arising out of, any such injuries or losses, however occurring, through willful conduct, negligence or otherwise.

9. Insurance. Licensee shall maintain in full force during the term of this License, at Licensee's own expense, policies of comprehensive liability insurance and aviation liability insurance. The policies shall cover Licensee's obligations under paragraph 8 of this agreement. The insurance coverage under each policy shall be not less than \$1,000,000.00 per occurrence and in the aggregate. Licensee currently has the following policy(ies) complying with this paragraph 9:

(Name & Contact Info. For insurer, named insured[s], policy number, expiration date.).

10. Notices. Except as otherwise expressly provided by law, any notice, tender, delivery, or other communication under this agreement shall be in writing and shall be deemed to be properly given if personally delivered or mailed (by being deposited in the United States mail, duly registered or certified, with postage prepaid). If sent by mail, any notice, delivery, or other communication shall be deemed to have been given on the date indicated on the return receipt signed by the recipient or if no return receipt is signed within five (5) business days after mailing, on the date of mailing. Any such notice, tender, delivery or other communication not hand delivered shall be addressed as follows:

LICENSOR:	LICENSEE:
Chris Bley	Name: _____
AirSpace Integration, LLC	Company Name: _____
450 McQuaide Dr.	Address: _____
La Selva Beach, CA 95076	City/State/Zip _____
Phone: 831-687-8191	Phone _____

Either party may change that party's address for these purposes by giving written notice of the change in the manner provided in this paragraph.

11. Attorneys' Fees. Whether or not any suit, action, or other dispute resolution process is instituted, if it becomes reasonably necessary for either party to this agreement (including MBA) to retain the services of one or more attorneys to procure performance of this agreement by the other party, the other party shall pay the attorneys' fees so incurred by the party seeking performance of this agreement by the other party. If any action, proceeding (including a bankruptcy proceeding) or other dispute resolution process arising out of or relating to the subject matter of this agreement is commenced by any party to this agreement, then the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the actual attorneys' fees, costs, and expenses incurred in the action, proceeding, or other dispute resolution process by the prevailing party.

12. Entire Agreement. This agreement supersedes any and all other agreements between the parties hereto with respect to the License. Each party acknowledges that no representation, inducement, promises, or agreements have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

13. Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

14. Construction of Agreement. All paragraph headings are provided for convenience only and shall not be used to interpret the provisions of this agreement. As used in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others unless the context clearly indicates otherwise. This agreement shall be governed by and construed in accordance with the laws of the State of California. This agreement shall be deemed to have been jointly drafted and negotiated by and between the parties. No individual party shall be deemed to have drafted or otherwise written this agreement. This agreement or any uncertainty or ambiguity herein shall not be construed against any one party but shall be construed as if both the parties jointly prepared this agreement.

Dated: _____.

(Signature)

(Print Name)

"Licensee"

AirSpace Integration, LLC

Dated: _____.

By: _____

(Signature)

(Print Name and Title)

"Licensor"