

LICENSE AGREEMENT

This License Agreement is entered into on May 1, 2006, by and between THE GREATER VALLEJO RECREATION DISTRICT, hereinafter referred to as LICENSOR, and ALTERNATIVES COUNSELING AND COACHING, hereinafter referred to as LICENSEE, in reference to the following particulars.

RECITALS

- A. LICENSOR is a political subdivision of the State of California, to wit, a recreation district providing recreational services to the citizens of the district, and the owner of certain property commonly referred to as McIntyre Ranch;
- B. LICENSEE is a partnership developed for the dual purpose of providing equine assisted psychotherapy (EAP) for adults and children, and horsemanship experiences for non-riders;
- C. LICENSEE shall be appropriately licensed by state/federal agencies to provide the psychotherapy, to include, but not limited to, certification by EAGALA and obtain appropriate business and/or related license(s) required by the County of Solano and/or City of Vallejo;
- D. LICENSEE wants to utilize the McIntyre Ranch to implement programs providing alternatives to traditional therapy for at risk children and families consisting of psychotherapy; environmental education; basic horsemanship; ranch experience; and collaborative purposes with other organizations which is/are not inconsistent with the goals and/or services provided by LICENSOR;
- E. LICENSEE will establish an IRS 501(c)(3) not for profit public benefit corporation for the purpose of generating and receiving funding for the renovation and maintenance of McIntyre Ranch and the support of education programs for the general public;
- F. In implementing the programs aforementioned, LICENSEE shall teach basic horsemanship skills requiring that horses be boarded on the property as part of the program(s); and,
- G. LICENSEE understands that LICENSOR presently has an agreement to board horses at the McIntyre Ranch with BETH SINGZON, hereinafter SINGZON, and agrees to coordinate the use of the property and activities with SINGZON and LICENSEE to utilize the property effectively on a joint basis.

NOW, THEREFORE, the parties agree as follows:

COPY
12

1. Property:

LICENSOR is the owner of certain real property situated in the City of Vallejo, County of Solano, State of California, commonly referred to as the McIntyre Ranch, hereinafter referred to as the PROPERTY, and more particularly described in Exhibit A, which is attached to this Agreement and hereby incorporated by reference herein.

2. Grant of License:

In consideration of the payments as more fully described in paragraph 3 below, LICENSOR grants to LICENSEE a license, hereinafter referred to as the LICENSE, to perform the following acts on the PROPERTY:

- a. Provide psychotherapy to disadvantaged youth, children and adult crime victims;
- b. Conduct environmental education programs for youth and adults;
- c. Conduct educational programs in basic horsemanship, ranch experience and other related programs to the general public through the GREATER VALLEJO RECREATION DISTRICT;
- d. Provide related collaborative programs with community organizations, Solano Land Trust, and local corporations;
- e. Provide alternatives to traditional therapy to at risk children and families;
- f. Board not more than five (5) horses on the PROPERTY unless and until SINGZON removes boarded horses, at which time LICENSEE may board one additional horse for every horse SINGZON removes, to a maximum total of eight (8) horses boarded by LICENSEE;
- g. Provide EAP, riding and horse training activities on the PROPERTY; and,
- h. Conduct related activities consistent with the goals of LICENSOR and LICENSEE.

3. Compensation:

LICENSEE shall pay to LICENSOR as and for the use of the PROPERTY not less than the sum of Eighteen Thousand Dollars (\$18,000.00) for the term of this License. Said compensation shall be in the form of improvements to the PROPERTY. The improvements in the first year of the License shall be as set forth below and in the order of priority as set forth below, to wit:

- a. Provide utilities to a caretaker's trailer;

- b. Ensure that ALTERNATIVES COUNSELING AND COACHING's use area as set forth in green on the map attached hereto as Exhibit B and incorporated by reference herein is safe for its intended use;
- c. The white barn on the PROPERTY be renovated for secure storage;
- d. Provide a source of permanent water to pasture areas;
- e. Ensure that all areas in blue as set forth in Exhibit B and in the PROPERTY boundaries are safe for their intended use; and,
- f. Reclaim all landscape areas noted in red on Exhibit B.

All improvements to the PROPERTY by LICENSEE shall be done in a manner consistent with state of the art, sound environmental practices and shall be at the sole expense of LICENSEE. Said above listed improvements shall be completed no later than April 30, 2007.

4. Utilities:

LICENSEE shall pay for the electricity service for the PROPERTY and hold LICENSOR harmless therefrom. The account for the electricity shall be in the name of LICENSEE and a separate meter shall be obtained. LICENSOR shall pay for water to the PROPERTY. LICENSEE will remove its own trash from the PROPERTY at its expense.

LICENSEE may utilize the septic system on the property; however, before first doing so, must obtain, at its own expense, appropriate inspections of the system, and the use of the system will be at the sole expense of LICENSEE.

5. Incidental Rights:

The License includes the following incidental rights to use the PROPERTY:

- a. Move in and utilize a self-contained mobile home on the PROPERTY on a location approved by LICENSOR;
- b. LICENSEE shall provide an on-site caretaker at its own expense during the term of the License; and,
- c. LICENSEE shall coordinate the use of the License with SINGZON and any other person/entity utilizing the PROPERTY with the authority of LICENSOR.

In exercising these rights, LICENSEE must use reasonable care and may not unreasonably increase the burden on the PROPERTY.

6. License Non-assignable:

This License is personal to the 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.

7. Term:

This License shall be for a term of one (1) year, commencing on the date of this License and terminating on April 30, 2007.

This License may be reviewed at the request of LICENSEE in writing not less than sixty (60) days prior to its expiration, provided that the compensation as set forth in paragraph 3 has been substantially completed. Thereafter, at the discretion of LICENSOR, the License may be extended for a period of one (1) year upon the conditions that any uncompleted compensation as set forth in paragraph 3 be completed by the end of the initial term of this License and an agreement is reached by the parties on compensation for the additional year.

8. Indemnity:

LICENSEE, as a material part of the consideration to be rendered to LICENSOR under this License, waives all claims against LICENSOR for damages to all personal property in, on, or about the PROPERTY, and for injuries to persons in, on, or about the PROPERTY from any cause arising at any time. Further, LICENSEE agrees to hold LICENSOR exempt and harmless for and on account of any damage or injury to any person or personal property of any person arising from (a) LICENSEE's use of the PROPERTY or (b) LICENSEE's failure to keep the PROPERTY and surrounding areas clean and in good condition. LICENSOR shall not be liable to LICENSEE for any damage by or from any act or negligence of any other occupant of the PROPERTY or any occupant of adjoining or contiguous property. LICENSEE agrees to pay for all damages to the PROPERTY, as well as all damage to occupants of the PROPERTY and to the property of those occupants caused by LICENSEE's misuse or neglect of the PROPERTY.

9. Insurance:

During the term of this License, LICENSEE shall maintain in full force and effect at LICENSEE's own cost and expense, the following insurance coverage:

- a. LICENSEE's liability insurance providing bodily injury liability limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence, and personal injury limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence with a general aggregate limit of One Million Dollars (\$1,000,000.00) for claims which may arise from the operation of LICENSEE in the performance of this License. This insurance must also include not less than One Million Dollars (\$1,000,000.00) coverage for product.

- b. Automobile liability insurance covering all vehicles used in the exercise of this License, including hired vehicles and non-owned vehicles, which insurance provides bodily injury liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each occurrence, and property damage liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence with an aggregate limit of Five Hundred Thousand Dollars (\$500,000.00) for claims which may arise from the operation of LICENSEE in the performance of this License.
- c. LICENSEE shall complete and file with LICENSOR's office within fifteen (15) days of the execution of this License, and prior to engaging in any operation or activity set forth in this License, certificates of insurance which shall provide that no cancellation, major change in coverage, or expiration by the insurance company will be made or allowed during the term of this License without thirty (30) days written notice to LICENSOR prior to the effective date of such cancellation or change in coverage. In addition thereto, LICENSEE shall file an appropriate certificate of insurance evidencing compliance with the requirements of insurance, said certificate to be filed within fifteen (15) days of the execution of this License and prior to engaging in any operation or activity set forth in this License.

Therapists providing therapy pursuant to this License shall provide LICENSOR with proof of professional liability insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00).

10. Workers' Compensation:

LICENSEE will comply with Labor Code Sections 3700, *et seq.*, requiring LICENSEE to obtain Workers' Compensation Insurance at its own cost.

11. Discrimination Policy:

LICENSEE agrees that no discrimination shall be made in the employment of person(s) or in providing services to person(s) because of race, color, sex, religion, sexual preference, or national origin of such person.

12. Not for Profit Public Benefit Corporation:

LICENSEE will establish an Internal Revenue Code 501(c)(3) not for profit public benefit corporation, hereinafter referred to as the CORPORATION, for the purpose of generating and receiving funding for the renovation and maintenance of McIntyre Ranch. In the event that at the termination of this License there shall be funds and/or materials obtained by the CORPORATION and/or LICENSEE for the renovation and maintenance of McIntyre Ranch, those funds and/or materials shall become the property of the GREATER VALLEJO RECREATION DISTRICT PARKS AND OPEN SPACE FOUNDATION, an Internal Revenue Code Section 501(c)(3) not for profit corporation. LICENSEE agrees to

insert the above language into the bylaws/documents creating the CORPORATION so that the CORPORATION will be bound by this provision.

13. Examination of PROPERTY:

LICENSEE has, by careful examination, ascertained:

- a. The nature and location of said PROPERTY;
- b. The conformation of the ground upon which said License shall be exercised;
- c. All areas of the PROPERTY have not been improved and are not ready or safe for use by the public;
- d. LICENSEE's clients shall only be allowed access to areas which have been improved and are safe for their intended use, to include those areas utilized by SINGZON;
- e. Should LICENSEE have any concerns regarding which areas have been improved and are safe for use by their clients, LICENSEE shall obtain that information from LICENSOR;
- f. The materials, equipment, and facilities utilized by the LICENSEE to complete the exercise of this License are appropriate for the needs of the LICENSEE, except as set forth herein;
- g. The general and local conditions pertaining to said License; and,
- h. All other matters which in any way may affect the exercise of this License by it.

LICENSEE enters into this License Agreement solely because of the result of such examination and not because of any representations pertaining to said License or the completion thereof made to it by LICENSOR or any of its agents and not contained in this License Agreement.

14. Arbitration and Attorneys' Fees:

Should either party breach this License Agreement, any dispute shall be submitted to binding arbitration and the prevailing party will be entitled to reasonable fees and costs in any arbitration to enforce the terms of the License.

15. Termination of Occupancy:

On or before the termination date for this License specified in paragraph 7 of this License Agreement, LICENSEE shall remove all of its personal property from the PROPERTY and shall surrender possession of the PROPERTY to LICENSOR in good order and repair to

the satisfaction of LICENSOR, normal wear and tear excepted. All property affixed to the PROPERTY shall become the property of LICENSOR, to include, but not limited to, the improvements set forth in paragraph 3 above.

16. Entire Agreement:

This License Agreement constitutes the entire agreement between LICENSOR and LICENSEE relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License Agreement are of no force and effect. Any amendment to this License Agreement shall be of no force and effect unless it is in writing and signed by LICENSOR and LICENSEE.

Executed on _____.

LICENSOR:

THE GREATER VALLEJO RECREATION DISTRICT

By Shan McAffee
May 15, 2006

LICENSEE:

ALTERNATIVES COUNSELING AND COACHING

By [Signature]
May 12, 2006

By Karen Minich Howell
12 May, 2006

By J Mitchell
12 May 2006