

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made by and among Simba Systems Inc. ("hereinafter, Simba") and Bin to Bottle LLC ("hereinafter, B2B") for the granting of a license from Simba to B2B.

RECITALS

Simba is the owner of the real property located at 110 Camino Oruga, Napa, California APN 57-152-014 (the "Simba property").

B2B is the owner of the real property located at APN 57-152-013, Napa, California (the "B2B property").

WHEREFORE, the parties agree as hereinafter set forth.

1. Incorporation of Recitals. The Recitals set forth above are incorporated into the body of this Agreement as if set forth in full.
2. License. Simba as licensor, hereby grants to B2B a license to enter the B2B property from the Simba property in the area set forth in Exhibit A. This license for use is being granted to facilitate ingress and egress of truck traffic to and from the B2B property. In addition, this license is intended to grant the B2B property the right to move wastewater to the Simba property.
3. Liability for Personal Injury. Simba shall not be liable for any injury or harm to any person who is injured on 110 Camino Oruga in connection with any use of the license granted herein. B2B shall indemnify, defend and hold harmless the Simba for all fees, costs, liability and claims made alleging injury or harm on the Simba property in connection with the use of the license.
4. Liability for Damage to Property. B2B shall be liable for any damage to the Simba property caused by them, or any other person using the license granted herein,

including, but not limited to, damage to any landscaping, driveway pavement, plant, tree, or fence.

5. Joint Drafting. The parties hereto have reviewed this Agreement and agree that any rule of construction to the effect that any ambiguity in the interpretation of an agreement is to be resolved against the drafting party shall not apply. This Agreement shall be construed as if drawn and prepared by all parties hereto jointly. Any uncertainty or ambiguity shall not be interpreted for or against any one party.

6. Law of California. The parties agree that this Agreement shall be governed by the laws of the State of California.

7. Mediation. The parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties involved. If either party commences an action without first attempting to resolve the dispute by mediation, or refuses to mediate after a request has been made, then that party will not be entitled to recover his or her attorney's fees, even if recovery of those fees would be otherwise available.

8. Litigation to Enforce Agreement. If any legal counsel, legal action, or other means is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses, costs, expert fees, collection costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or

written, of the parties. No supplement, modification, waiver or termination of this Agreement or any provision hereof shall be binding unless executed in writing by the parties in the same manner as this Agreement.

10. Execution in Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified.

DATED: _____

By:
On behalf of Simba Systems, Inc.

DATED: _____

By:
On behalf of Bin to Bottle LLC

APPROVED AS TO FORM:

Law Offices of Peggy Anne Burgess

DATED: _____

By: Peggy Burgess, Esq.

