

- d. Has tendered proof of the insurer's waiver of any subrogation rights as may exist against the Government; and
- e. Is familiar with the provisions of 14 CFR Part 1204, Subpart 14, "Use of NASA Airfield Facilities by Aircraft Not Operated for the Benefit of the Federal Government" (copy attached) and is prepared to fully comply with its terms and with this use permit if approved by the proper authority.
- f. The USER's insurance policy will specifically provide that:
- (1) The insurer waives any rights of subrogation the insurer may have against the United States by reason of any payment made under the policy for injury, death, or property damage that might arise out of or in connection with the insured's use of any NASA Installation.
  - (2) If the insurer or the insured cancels or reduces the amount of insurance afforded under the listed policy, the insurer sends written notice of the cancellation or reduction to the NASA facility approval authority by registered mail at least 30 days in advance of the effective date of the cancellation or reduction. The policy must state that any cancellation or reduction will not be effective until at least 30 days after such notice is sent.
- g. The Insurer and/or User must state below the reasons/justification for requiring the use of Moffett Federal Airfield.

IN WITNESS WHEREOF, this agreement is executed on May 12, 2007

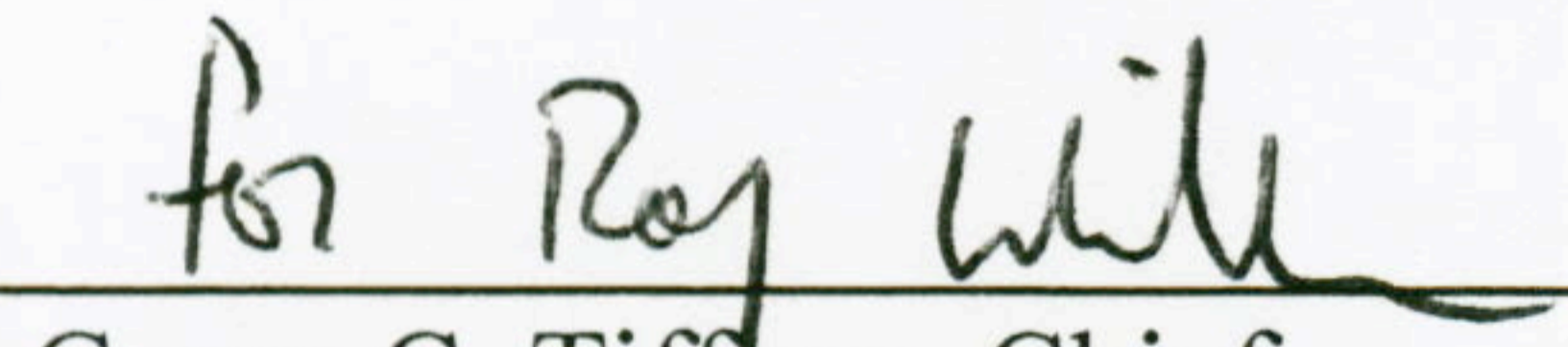
ATTEST:

  
Robert S. Ward

Same as above

321-271-1506  
 (Name/address/telephone)

ACCEPTED:

  
Geary C. Tiffany, Chief

Aviation Management Office  
 Moffett Field, CA 94035-1000  
 Mail Stop 158-1  
 (650) 604-0685  
 Fax (650) 604-3144

AIRCRAFT INFORMATION:

B-727, N794AJ, SN21243 or B-727, N994AJ, SN 20942