



OFFICE LICENSE AGREEMENT

THIS AGREEMENT (“License”) is dated as of _____ (“Effective Date”) and is entered into between

with an address at _____

and _____ (“Licensor”)

with an address at _____ (“Licensee”).

Licensor and Licensee agree that Licensor shall grant to Licensee, in consideration of the agreements and fees set forth in this Agreement, a non-transferable and revocable license to use the Office(s) described below and, together with Licensor’s other Licensees, a license to use Licensor’s Business Center facilities and services, in accordance with these terms and conditions.

1. DEFINED TERMS. The following defined terms are used throughout this Agreement, and all provisions of this Agreement are to be read in accordance with them:

Base Services: Licensor’s complete executive office program, including the use of executive offices complete with the services described in the attached Schedule “B”.

Additional Services: Access to additional business services for purchase as needed by Licensee, including the services described in the attached Schedule “B”.

Licensor Business Center:

Building: _____ (“Building”)

Office Number(s): _____ (“Office”)

Commencement Date: _____ (“Commencement Date”)

End of Initial Term: _____ (“Expiration Date”) **Initial Term:** _____ (“Term”)

Use: _____ (“Use”)

Services Retainer: \$ _____ (3 times the License Fee) (“Service Retainer”). Allowing a Maximum

Occupancy Capacity of _____ person(s)

Monthly Base Service Charge: (\$ _____) Telephone Handsets @ _____ ea/month;

(\$ _____) Modem/fax @ _____ ea/month; and

(\$ _____) High Speed Internet (T1) Connection @ _____ ea/month.

Additional equipment at customary monthly rate(s).

License Fee: \$ _____ (This amount is inclusive of the Monthly Base Service Charge; the Monthly Additional Service Charge, if any; and the Communication Charge, all of which are collectively called the “License Fee.”)

2. LICENSE. Licensor grants Licensee a license to use and occupy the Office in the Building, subject to these terms and conditions. Licensee shall have no

real property interest in or other rights to the Office; and this License is non-exclusive, revocable at will by the Licensor and not transferable. Licensor agrees

that it shall not permit any other licensee of the Building to use or occupy the Office or any portion of it during the Term, unless otherwise permitted by this License.

This License is not intended to create a lease or any other interest in real property in favor of Licensee, but merely creates a license revocable at will by the Licensor. Licensor's right to revoke this License is not subject to or contingent upon whether Licensee is in default of the terms of this agreement.

3. TERM; TERMINATION.

A. The Term of this License shall commence on the Commencement Date and shall expire on the Expiration Date, unless sooner terminated by Licensor pursuant to this License.

B. In the event Licensor elects to revoke this License prior to the Expiration Date, and so long as Licensee is not in default as described in Section 27(A): a) Licensor shall promptly reimburse Licensee for the unamortized cost of Licensee's expenses for any permanent improvement(s) made to the Office by Licensor upon the request of Licensee as further described in Schedule C; and b) Licensor shall have ninety (90) days from the date Licensee is served written notice of revocation of the License ("Termination Notice"), to vacate the Office ("Vacate Date").

C. So long as Licensee is not in default under the provisions of this License, Licensee shall have the right to terminate this License by serving Licensor with a ninety (90) day written notice of the intention to terminate, and the Term of this License shall expire on such date thereafter upon the expiration of the ninety (90) days after the service upon Licensor; and Licensee shall be relieved of further liability subject to the provisions of this License regarding the obligations of the Licensee upon the expiration or sooner termination of the Term.

4. COMMENCEMENT OF TERM. Licensor shall not be liable to Licensee for inability to deliver possession of the Office on the Commencement Date due to reason(s) outside of its control. In such event, this License shall remain in full force and effect; the Commencement Date shall become that day upon which Licensor is able to deliver possession; and the Term shall be extended accordingly. In addition, so long as the Licensee is not in default under this License Agreement, the License Fee shall be abated until the new Commencement Date.

5. LICENSE FEE.

A. Licensee agrees to pay to Licensor the License Fee on the first day of each month during the Term, at the office of Licensor at the Building, or such other place as Licensor may designate in writing.

B. During the Term of this License, the License Fee shall be increased by _____ percent (_____ %) on each one-year anniversary of the Commencement Date ("Anniversary Date").

C. In addition to the License Fee, Licensee shall pay, on demand, as additional fees, the greater of: (i) if the License Fee is paid more than ten (10) days after its due date (a) interest on the unpaid License Fee at the rate of 18% per annum from the date first due until it has been paid in full, or (b) \$ _____ for any month in which the License Fee is more than 10 days late. In addition, if payment of the License Fee is more than one month late, Licensee shall pay an additional \$ _____ per day, each day such fees have not been paid in full; and (ii) \$50.00 for any check which is returned unpaid (collectively called "Late Charges").

D. In the event the Term of this License is less than twelve (12) months, Licensee shall pay a non-refundable charge of \$400.00 to cover the cost of repairs, maintenance and administrative fees in connection with Licensee's occupancy.

E. In the event that Licensor shall permit Licensee access to and use of the Office prior to the Commencement Date, such access and use shall be subject to all of the terms and conditions set forth herein, and the Licensee's obligation to pay the License Fee shall commence on such earlier occupancy date.

6. SERVICE RETAINER.

A. Licensee has deposited the Service Retainer as security for Licensee's compliance with this License. The remaining and unused portion of the Service Retainer, if any, will be returned, without interest, upon the completion of the following conditions: (i) the expiration of the Term of this License, (ii) the removal of Licensee's personal property from the Office, (iii) Licensee's payment in full of any and all License Fees and other fees due hereunder, and (iv) the return to Licensor all of the Building and Office keys and identification cards provided by Licensor.

B. If Licensor must replace the identification cards, Licensee will pay, on demand, an additional fee of \$20.00 for each card.

C. Licensee shall not use the Service Retainer as payment for the License Fee for the last (or any other) month of the Term, or any extension thereof. However, in the event Licensee defaults in respect of any of the terms, provisions and conditions of this License, Licensor may apply the Service Retainer to the extent required for the payment of any money due to Licensor.

D. If all or part of the Service Retainer has been utilized by the Licensor as permitted herein, Licensee shall replenish the Service Retainer immediately, and upon failure to do so, shall be deemed to be in default hereunder.

E. In the event of a transfer by Licensor of its interest in this License to a third party ("Transferee") in connection with a sale, transfer or assignment of any underlying lease, or of the Building, Licensor may transfer the Service Retainer to the Transferee, and Licensor shall thereupon be released from any and all liability for the return of the Service Retainer, and Licensee shall look solely to the Transferee for this purpose.

F. Licensee agrees (i) that any such transfer or assignment shall not be deemed a waiver, by either the Licensor or the Transferee, of any of the rights granted to and reserved by the Licensor under this License, (ii) that any such transfer or assignment shall not be construed as evidence of the Licensor's and Licensee's intentions that this License be deemed anything other than a license, and (iii) that any such Transferee shall enjoy and enforce all of the rights conferred on the Licensor by this License.

7. USE.

A. The Office shall not be used by Licensee for any purpose other than as set forth in paragraph 1, and such use shall be further governed by the terms and conditions set forth below:

B. Licensee, at Licensee's sole expense, shall promptly comply with all laws and regulations of any governmental authority. Licensee shall pay all fines, penalties, costs and expenses imposed upon Licensor for Licensee's failure to comply with any applicable governmental rules, regulation or laws.

C. Licensee represents and warrants that it will not: (i) use any area outside the Office for any purpose, (ii) store any garbage in the Office, except as permitted by Section (12)(B), (iii) permit sounds to be heard, or vibrations to be felt, outside of Office, (iv) permit odors or fumes beyond the Office, (v) permit its visitors to loiter outside the Office or the Building, (vi) place any sign, flag, antenna or the like

outside the Office, (vii) use the Office for residential purposes, (viii) permit any liens against the Office or Building, (ix) keep any hazardous, combustible, inflammable or explosive substances in the Office, (x) advertise in any manner which, in Licensor's sole opinion, impairs the reputation of Licensor or the Building, (xi) permit the Office to be occupied at any one time by more than one person (including visitors) per 100 square feet of the Office, (xii) move freight or other bulky items (which may be inspected by Licensor) on the passenger elevators, (xiii) permit any utility facility to be overloaded, (xiv) park in the loading bays of the Building, (xv) serve alcoholic beverages in the Office, or (xvi) permit animals to be left alone in the Office.

8. CONDITION OF OFFICE. Licensee has inspected the Office and agrees to accept the Office "AS IS" on the date of this License. Licensor makes no representation as to the condition of the Office, the Building, or the land upon which the Building is erected.

9. RULES AND REGULATIONS. Licensee represents that it will comply with all of Licensor's rules and regulations attached hereto as Schedule "A" ("Rules & Regulations").

10. ALTERATIONS AND REPAIRS. Licensor has the sole and exclusive right to make any decoration, alteration, installation, repair, modification, or change to the Office and to perform work of any kind or nature in and to the Office, whether it is of a structural or non-structural nature. In the event Licensee wishes any such work, Licensee shall notify Licensor in writing, setting forth the precise nature of the request. Licensor shall diligently review and consider such request, and respond in a timely manner. No such work may be performed by the Licensee, without the express prior written consent and approval of the Licensor, which may be withheld by Licensor in its sole discretion. Licensor, at Licensor's expense, shall make all repairs, ordinary and extraordinary, interior and exterior, structural or otherwise, in and about the Office (including windows) and the Building if deemed necessary by Licensor. However, if the need for repair has been caused or the work has been requested by Licensee or its visitors, then such repair shall be at Licensee's expense.

11. MAINTENANCE. Licensor agrees and warrants that it shall maintain the Office and the Building in and to a reasonable and customary first class office standard.

12. SERVICES.

12. SERVICES.

A. Licensor agrees, in consideration of the License Fee, to provide Base Services to Licensee as described in Schedule "B". From time to time during the Term of this License, Licensor may, at its option make Additional Services available to Licensee described in or added to Schedule "B," at fees established by Licensor.

B. Licensor's obligation to furnish to Licensee, the Base or Additional Services, shall be subject to the following: a) Licensor has not sooner terminated the Term and revoked this License, and b) Licensee is not in default.

C. In the event Licensee is in default of this License, or the License has been revoked, Licensor may, at its option, cease furnishing any and all services, including any communication services.

D. Except as otherwise provided in this License, Licensor's provision of services and utilities for the Office is subject to the following:

(i) The Licensee Fee paid by Licensee does not include any service or utility unless included in Base Services.

(ii) Electricity. Licensor will provide Licensee with electrical energy sufficient for normal lighting and small desktop office equipment, provided, however, that such electric energy shall not be in excess of four watts per square foot of net useable space. Licensor has installed at its expense a sub-meter which shall measure electrical consumption of Licensee within the Office. Licensor will bill Licensee monthly for its electrical consumption at charges, taxes, terms and rates set by Licensor from time to time, plus ten (10) percent. If any tax is imposed upon Licensor's receipt of proceeds from the sale or resale or electric energy to Licensee by any federal, state or municipal authority, Licensee agrees that, where permitted by law, such taxes shall be passed on to, and included in the bill to be paid by Licensee. Licensor shall not be liable in any way to Licensee for any failure to provide electricity by reason of any requirement, act or omission of the public utility supplying the Building with electric energy or for any other reason not attributable to Licensor. Licensee, at its sole cost and expense, shall furnish and install all replacement lighting tubes, lamps and bulbs required in the Office. Licensee's use of electric energy in the Office shall not at any time exceed

the capacity of any of the electrical conductors and equipment in or otherwise serving the Office or Building.

(iii) Garbage. Licensee shall, at its expense, keep the Office clean and, deposit garbage daily in the container provided by Licensor. Licensee will pay to Licensor, on demand, as an additional License Fee, Licensor's standard charge (as adjusted from time to time) for garbage that exceeds normal waste basket refuse and rubbish.

(iv) Heat/Air Conditioning. Licensor will supply the Office with functional heat, when and as required by law, and functional air conditioning from May 15th through September 30th, during regular business hours (8 a.m. to 5 p.m.). Licensee agrees to pay to Landlord, as additional License Fees, the sum of \$ per month, for the months of May, June, July, August and September, for air conditioning.

(v) Telephone / Telecommunications. In the event Licensor provides telephone and/or telecommunications services to Licensee, Licensee acknowledges that due to the imperfect nature of verbal, written and electronic communications, neither Licensor nor any of its officers, directors, employees, shareholders, partners, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of Licensor to furnish any telephone and/or telecommunications service.

E. No Warranties. Licensor does not warrant that any Building system or service to be provided by Licensor, or any other systems or services which Licensor may provide, including but not limited to the services listed on Schedule "B": (a) shall be adequate for Licensee's particular purposes or (b) shall be free from interruption or reduction. Building systems and services, including, without limitation, access, may be interrupted or reduced by reason of repairs or changes which are, in Licensor's judgment, necessary or desirable, or which are beyond Licensor's control. Such interruption or reduction shall not, unless otherwise provided in this License (i) constitute a breach or default of this License, or disturbance of Licensee's use of the Office, (ii) entitle Licensee to any compensation or abatement of the License Fee, (iii) relieve Licensee from any obligation under this License, or (iv) impose any obligation or liability on Licensor by reason of inconvenience or annoyance to Licensee, injury to or interruption of Licensee's business, or otherwise.

Licensee expressly waives, and agrees not to make any claim for damages against Licensor, direct or consequential, arising out of any failure of Licensor to furnish any utility, service or facility, any error or omission with respect thereto, or any delay or interruption of the same.

13. ACCESS.

A. **Access by Licensee.** During the Term of this License, so long as Licensee shall not be in default hereunder, Licensee may have LIMITED ACCESS to the Office and Building as follows:

1. Seven (7) days a week.
2. Between the hours of _____ A.M. and _____ P.M.
3. Access to the Building, for the purposes of entry to the Office only, shall be permitted with the presentation or use of an electronic access card ("Card") or key provided by Licensor, Licensor shall retain exclusive control over and shall retain exclusive capability to program or re-key.
4. Without limiting the foregoing in any way, Licensor agrees that it shall not unreasonably withhold or delay any written request from Licensee, to permit access into the Office at such time(s) or day(s) not expressly provided for above.

B. **Access by Licensor.** Licensor shall have the right to enter the Office at any time. So long as Licensee shall not be in default, Licensor shall provide prior notice of entry (except no notice shall be required in an emergency). Licensor may perform any repair or maintenance in the Office, and install, use and maintain pipes, ducts and conduits within the Office. In the event of an emergency, Licensor may force entry into the Office and Licensee agrees to pay all costs for repair of the damage resulting from such forced entry to the extent Licensor's need to enter by force was caused by Licensee's acts or failure to act.

14. LICENSOR'S AND LICENSEE'S PROPERTY. All fixtures, equipment and improvements attached to or built into the Office, by the Licensor shall become or remain a part of the Office, and will be deemed Licensor's property and may not be removed by Licensee, unless otherwise provided in this License or specifically agreed in writing to be removed by Licensor, at Licensee's expense, at the expiration or earlier termination of the Term.

Any of Licensee's property remaining in the Office after this License ends will be deemed abandoned, and may be retained by Licensor or disposed of by Licensor, without liability to Licensor, in such

manner as Licensor determines. However, any and all such costs and expenses incurred shall be chargeable to Licensee.

15. INDEMNIFICATION. Licensee will defend, indemnify, and hold Licensor and their respective members, officers, partners, principals, directors, shareholders, employees, servants, and agents (collectively, the "Licensor's Indemnified Parties") harmless, from and against any and all suits, claims, causes of action, liabilities, loss, costs, damages and expenses of whatever kind (including, but not limited to, attorneys' fees and court costs) arising in any manner, directly or indirectly, out of or in connection with or incident to (i) Licensee's use of the Office or the Building; or (ii) all claims arising from any negligent or other act or omission of Licensee or its partners, directors, officers, employees, agents, invitees, or contractors. Licensee, on notice from Licensor, will defend any such claim and promptly furnish the parties defended by Licensee with copies of all papers served or filed. Licensee shall maintain adequate insurance for all of the foregoing. Licensor and Licensee each waives any and all rights of recovery against the other, or against the directors, Licensors, officers, agents, servants and employees of the other, for loss of or damage to its property or the property of others under its control, to the extent such loss or damage is covered and fully compensated by any insurance policy.

16. LICENSOR'S LIABILITY. Neither Licensor nor Licensor's Indemnified Parties will be liable to Licensee for any injury, damage or loss, including, without limitation, inconvenience, annoyance or injury to business, nor shall there be a reduction of License Fee, additional License Fee or any obligation of Licensee, and Licensee shall not be entitled to any right of setoff in connection with any matter including, without limitation, (i) making or not making repairs or changes, (ii) the interruption of any service or utility, (iii) the inability to fulfill, or delay in fulfilling, any obligation of Licensor for any reason beyond Licensor's control, or (iv) failure to arrange for any utility or services. Anything in this License to the contrary notwithstanding, Licensor and Licensor's Indemnified Parties shall have no personal liability with respect to any of the terms and obligations of this License or Licensee's use of the Office.

17. SUBORDINATION. This License, and the rights of Licensee under this License, are subject and subordinate in all respects to the underlying lease, if any, as well as all present and future underlying leases and mortgages in any way relating to the

Building, including, without limitation, all renewals, extensions, supplements, modifications, consolidations, replacements and advances thereof. This Section is self-operative and no further instrument of subordination is required. Licensee shall, within 10 days following receipt of Licensor's request therefore, sign and deliver to Licensor an instrument evidencing such subordination.

18. END OF TERM. Upon the expiration, revocation, or other termination of the Term, Licensee shall vacate the Office, leaving it in good order and condition, broom clean, ordinary wear and tear excepted. No act by Licensor or its agents will be deemed an acceptance of a termination of the License, and no termination will be valid unless in writing signed by Licensor. If the Office is not vacated at the time of expiration or sooner termination of the Term of the License (or in the instance of a revocation, on or before the Vacate Date), Licensee shall be liable to Licensor for (a) all losses, costs, liabilities and damages which Licensor may incur by reason thereof, including, without limitation, attorneys' fees, and Licensee shall indemnify, defend and hold harmless Licensor against all claims made by any succeeding Licensees against Licensor or otherwise arising out of or resulting from the failure of Licensee to timely vacate the Office in accordance with the provisions of this License, and (b) per diem use and occupancy of the Office equal to two times the daily License Fee payable under this License for the Term of this License (which amount Licensor and Licensee presently agree is the minimum to which Licensor would be entitled, is presently contemplated by them as being fair and reasonable under such circumstances and is not a penalty). In no event, however, shall this Paragraph be construed as permitting Licensee to license and use the Office after the expiration or termination of the Term.

19. INSURANCE. Licensee, at its expense, will maintain commercial general liability insurance in respect of the Office and the conduct of Licensee's business, with Licensor and Building Owner as additional insureds, with limits of not less than \$ combined single limit for bodily injury and/or property damage written on an "occurrence" form. Licensee will obtain and maintain property coverage written on a "Special Causes of Loss" ("All Risk") form, providing full replacement cost on all of Licensee's property located within the Building. Licensee agrees to waive all rights of subrogation against Licensor and Building Owner. Licensee will properly deliver to

Licensor all Certificates of Insurance issued by duly authorized agents of the carriers providing coverage required by this License, before the Commencement Date and at least ten (10) days prior to the expiration of each policy found in said certificates.

20. AFFIRMATIVE WAIVERS. Licensor and Licensor's Indemnified Parties shall not, to the extent permitted by law, except upon the affirmative showing of Licensor's gross negligence or willful misconduct, be liable for, and Licensee waives all right of recovery against such entities and individuals for, any damage or claim with respect to any injury to person or damage to any property of Licensee, its employees, authorized persons and invitees due to any act, omission or occurrence in or about the Office or the Building.

21. NO WAIVERS. The failure of Licensor to insist in any instance on the strict performance of any obligations of this License or to exercise any election, will not be deemed a waiver for the future of the performance of that obligation or of the right to exercise that election. The receipt by Licensor of the License Fee or additional License Fees with knowledge of a breach or default by Licensee will not be a waiver of the breach or default.

22. NO BROKER. Licensee represents that no broker brought about this License and that Licensee had no conversations with any broker concerning the Licensing of the Office. Licensee will indemnify, defend and hold harmless Licensor against any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including attorneys' fees and expenses, arising out of any conversations between Licensee and any broker. However, Licensor shall pay the brokerage commission of

at the rate agreed upon with that broker.

23. SURVIVAL. Sections 1, 3, 5, 6, 8, 14, 15-19, 20 and 22-33 shall survive the termination of this License.

24. RELOCATION: Licensor shall have the right, except during the first three months and last three months of any term in excess of one year, upon ninety (90) days written notice, to relocate Licensee to another office in the Building, provided such other office is substantially similar to the Office, and provided Licensee shall incur no increase in the License Fee or any relocation cost or expense. Additionally, so long as Licensee is not in default hereunder, Licensor also agrees to reimburse

Licensee for the unamortized cost of Licensee's expenses for any permanent improvement(s) made to the Office by Licensors pursuant to Section 10.

25. NOTICES. A bill, statement, notice or communication from Licensors to Licensee, shall be deemed sufficiently given or rendered if, in writing, delivered to Licensee at the Office. Such bill, notice or demand shall be deemed to have been given at the time of delivery or mailing. Any notice to Licensors under this License must be in writing and must be sent by personal delivery, by overnight courier or by certified mail, return receipt requested, to the following address:

Any notice given to Licensee by Licensors may be given by the attorney(s) for the Licensors, and in such instance shall be deemed to have been given by Licensors for all purposes.

26. NO SUBLICENSE OR ASSIGNMENT.

Licensee may not assign this License nor sublicense the Office or any part thereof or permit its use by any person except Licensee's employees and business invitees. Licensors, however, may freely assign this License and/or any fees hereunder. Licensee agrees (i) that any such assignment by the Licensors shall not be deemed a waiver, by either the Licensors or the Licensors's assignee, of any of Licensors's rights under this License, (ii) that any such assignment shall not be construed as evidence of the Licensors's and Licensee's intentions that this License be deemed anything other than a license, and (iii) that any assignee of the Licensors shall enjoy and enforce all of Licensors's rights under this License.

27. DEFAULT.

A. Licensee shall be deemed to be in default under this License as follows: (i) if Licensee defaults in the payment of the License Fee or other sums due, (ii) if Licensee shall be late in paying the License Fee and any other additional fees due hereunder, more than twice within any 12-month period, (iii) if Licensee abandons the Office, (iv) if Licensee assigns or sublets this License or any portion thereof in violation of this License, or (v) if Licensee defaults in the prompt and full performance of any other provision of this License .

B. Upon the occurrence of one or more of the above events of default, this License shall automatically be terminated.

C. In the event of default and termination of this License, or the revocation of this License by Licensors, Licensors shall have the option to pursue one or more of the following remedies without any additional notice or demand and without limitation to Licensors in the exercise of any other remedy:

(i) Licensors may deny Licensee access to the Office, and may enter the Office, and take possession of the contents thereof, without releasing Licensee from any of its obligations hereunder; and

(ii) **Licensors may exercise any remedy now or hereafter available to it at law or in equity upon Licensee's breach or default of this License, or upon Licensors's revocation or other termination of this License in accordance with its terms, and Licensee hereby agrees that Licensors shall not have a duty to seek a court order or to provide due process before evicting Licensee from the licensed space and removing Licensee's property therefrom.**

D. In the event of such termination, Licensors may, at its option, declare the entire amount of the License Fee which would become due and payable during the remainder of the Term to be due and payable immediately, in which event Licensee agrees to pay same immediately.

E. Licensee agrees to pay all costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) expended or incurred by Licensors in connection with the enforcement of this License, the collection of any sums due hereunder, any action for declaratory relief in any way related to this License, and/or the protection or preservation of any rights of Licensors hereunder.

28. UNENFORCEABLE PROVISIONS. The invalidity or unenforceability of any provision hereof shall not effect or impair the validity of any other provision.

29. CAPTIONS. The captions herein are inserted only for convenience, and are in no way to be construed as a part of this License or as a limitation of the scope of any provision of this License.

30. ENTIRE AGREEMENT. This License and any attachments thereto supersede any prior License or agreement, and embodies the entire agreement between Licensee and Licensors in connection with

this License. It may not be modified, changed or altered in any way except by a writing signed by both parties hereto.

31. SUCCESSORS AND ASSIGNS. This License shall be binding upon and inure to the benefit of Licensor and its successors, heirs, legal representatives, and assigns.

32. GOVERNING LAW. This License shall be governed by, and construed in accordance with, the laws of the State of without giving effect to its conflict of law rules.

33. MISCELLANEOUS.

A. This License may not be amended except by writing signed by all parties hereto.

B. All waivers must be in writing and signed by the waiving party.

C. All Schedules attached hereto are incorporated herein and are made a part hereof.

D. If Licensee seeks the consent or approval of Licensor and Licensor fails to give consent or approval or unduly delays giving the same, Licensee will not be entitled to any damages or recourse against Licensor, other than to seek injunctive relief.

E. All parties signing this License on behalf of Licensee, as a partnership or co-signing individuals, shall be jointly and severally liable for all obligations of Licensee.

F. This License may be executed in any number of counterparts, all of which taken together shall constitute a single instrument.

G. Facsimile copies shall be deemed to be originals for all purposes.

H. Notwithstanding anything to the contrary herein contained, it is expressly agreed and understood a follows: (i) this agreement is a license and not a lease.

(ii) this License can be terminated by and is revocable at will, by the Licensor, (iii) Licensee does not have any exclusive possessory right or interest in the office,

(iv) this License is non-transferable by licensee,

(v) the Licensee has limited access to the office,

(vi) the License fee reflects consideration for a license and not a lease, (vii) Licensor has the right to deny access to the office, enter the office and exercise self help remedies without court approval in enforcing its rights where Licensor has

a) revoked the License and the term has been terminated early, b) Licensee is in default and the term has been terminated early, or c) as

otherwise may be provided herein, (viii) Licensee specifically covenants and agrees, for Licensor's benefit, and as a material condition to this agreement that:

(a) neither this License nor any of Licensee's rights in connection herewith shall constitute a lease, whether of the office or otherwise;

(b) Licensee shall not bring any action against Licensor or interpose any defense against Licensor based upon the theory that this License constitutes a lease; and

(c) Licensee expressly waives any substantive or procedural rights that Licensee may have that are predicated upon the rights of a tenant of real property. Notwithstanding the provisions of the preceding sentence to the contrary, should this agreement be deemed by any court, governmental authority, or quasi-governmental authority to constitute a lease, in such event Licensor shall have all of the rights and remedies of a landlord of real property available under the applicable law.

IN WITNESS WHEREOF, the parties have caused this License to be executed as of the Effective Date.

LICENSOR(S):

LICENSEE(S):

By: _____

By: _____

Print name & title: _____

Print name & title: _____

By: _____

By: _____

Print Name & title: _____

Print name & title: _____

Fax: _____

Fax: _____

Tax I.D. No.: _____

PREVIEW

PREVIEW

SCHEDULE "A"

OFFICE RULES AND REGULATIONS

1. Licensee's employees and guests will conduct themselves in a businesslike manner; the noise level will be kept to a level so as not to interfere with the business or occupancy of other Building occupants or Licensees. Licensee will abide by Licensor's directives regarding security, keys, parking and other such matters common to all occupants.
2. All corridors, halls, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than egress and ingress.
2. No advertisement or identifying signs, other than provided by Licensor, or other notices shall be inscribed, painted, or affixed on any part of the corridors, doors or public areas.
3. Licensee shall not, without Licensor's prior written consent, store or operate in the Office or Building any computer (except personal computers) or any other large business machine, reproduction equipment, heating equipment, stove, mechanical amplification equipment, vending or coin operated machines; or conduct business other than as a business office, do any cooking in the Office, or use or allow to be used in the Building, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous for fire or any explosives shall be brought into the Building. No firearms will be permitted.
4. If Licensee requires any special installation of wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Licensee's expense by the personnel designated by Licensor.
5. Licensee shall not be permitted to obstruct in any way any fixed glass separating the Office from the common area hallways. Licensee shall not be permitted to install or locate any temporary or permanent obstruction on or over such glass panels, including without limitation curtains, screening, shades, signs or film.
6. Licensee will not permit any portion of the Office or Building to be used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
7. Licensee will not use the Office for lodging or sleeping or for any immoral or illegal purposes.
8. Licensee shall, before leaving the Office unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage or theft resulting therefrom, including without limitation, and damage or theft resulting from the loss of any Card(s) or key(s), shall be paid by and is the responsibility of the Licensee.
9. All property belonging to Licensee or any employee, agent or invitee of Licensee shall be at the risk of such person only and Licensor shall not be liable for damage, theft or misappropriation of such property.
10. The entire Building is designated as a non-smoking building. Smoking shall be prohibited in the Office and in all Building public areas, including but not limited to conference rooms, training rooms and bathrooms.
11. Licensee, Licensee's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, and invitees may not engage in any type of illegal harassment, verbal or physical, in the Building for any reason.
13. Licensee will not videotape or photograph any of the interiors of the Building without the written consent of Licensor.

SCHEDULE "B"

OFFICE BASE SERVICES

Individual Office Space
Furnished and Decorated General Reception Area
Professional Office Manager
Prestigious Business Address
Business Identity on Building Lobby Directory
Mail and Package Receipt
Janitorial Service
Garbage Collection

OFFICE ADDITIONAL SERVICES

Facsimile Number for Licensee's Use
Use of Furnished Conference Rooms
Word Processing Services
Secretarial Services
Facsimile and Telex Services
Voice Messaging Service
Copy and Binding Services
Outgoing Mail & Express Delivery Services
Office Furniture
Specialized Equipment
Printing & Office Supplies
Miscellaneous Purchasing Services
Catering & Beverage Services
Paging Services
Telephone Equipment
Specialized Telephone Services
Local & Long Distance Telephone Services
Excess Message Usage
Excess Conference Room Usage
Other Licensee Requested Services

SCHEDULE C

At Licensee's request, Licensors shall make the improvements listed below to the maximum cost of \$ _____ to be amortized and paid by Licensee over _____ months, at an interest rate of _____

PREVIEW

PREVIEW

GUARANTY OF LICENSE AGREEMENT

GUARANTY dated _____ by _____ an individual having a residence at _____

RECITALS:

WHEREAS, _____ ("Licensee"),
is about to enter into that certain Office License, dated _____ ("License"), with
_____ ("Licensor"),
granting the right to use Office Number _____ located at ("Office")
("Office"), pursuant to the terms and conditions of the License;

WHEREAS, Licensor is unwilling to enter into the License unless Guarantor executes and delivers this Guaranty.

NOW, THEREFORE, in order to induce Licensor to enter into the License, Guarantor and Licensor agree as follows:

1. Guarantor unconditionally guarantees to Licensor the punctual and complete payment and performance of all obligations of Licensee under the License, during the initial Term and any extensions of the Term, including, without limitation, the payment of all License Fees, the payment for all Services offered to Licensee under the License, and any obligation accruing as the result of Licensee using the Office following the expiration or earlier termination of the Term of the License (collectively, the "Obligations").

2. Notwithstanding any provision of this Guaranty to the contrary, this Guaranty shall end on the date Licensee (and all other occupants) vacate the entire Office in accordance with the License, but all obligations and liabilities accrued to that date shall survive.

3. If Licensee shall default in the payment or performance of any Obligation, Guarantor shall, upon demand, pay or perform the same in place of Licensee.

4. Any act of Licensor consisting of a waiver of any of the terms, covenants or conditions of the License, or the giving of any consent under the License, or the granting of any indulgences or extensions of time to

Licensee, may be done without notice to or consent from Guarantor, and without releasing Guarantor.

5. The obligations of Guarantor shall not be released by (a) Licensor's receipt, application or release of any security given for the payment or performance of the Obligations, or (b) any modification of the License, but in the case of any modification, the liability of Guarantor shall be deemed modified in accordance with the terms of the modification.

6. The obligations of Guarantor under this Guaranty shall be absolute and unconditional, shall not be subject to any counterclaim, set-off, deduction or defense based upon any claim Guarantor may have against Licensor and shall remain in full force and effect without regard to, and shall not be released, discharged or terminated or in any other way affected by, any circumstance or condition (whether or not Guarantor shall have any knowledge or notice thereof), including, without limitation: (a) any modification, extension or renewal of the License (except that the liability of Guarantor hereunder shall be deemed to apply to the License as so modified, extended or renewed); (b) any exercise or non-exercise by Licensor of any right or remedy in respect of the License, or

any waiver, consent or other action, or omission, in respect of the License ; (c) any transfer by Licensor or Licensee in respect of the License or any interest in the Office; (d) any bankruptcy, insolvency, receivership, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding involving or affecting Licensor or Licensee or their obligations, properties or creditors, or any action taken with respect to such obligations or properties or the License, by any trustee or receiver of Licensor or Licensee, or by any court, in any such proceeding; (e) any defense to or limitation on the liability or obligations of Licensee under the License, or any invalidity or unenforceability, in whole or in part, of any obligation of Licensee under the License or of any term of the License; or (f) any transfer by Guarantor of any or all of the capital stock of Licensee or the control thereof.

Notwithstanding the foregoing, the obligations of Guarantor shall not be affected by the exercise of any option provided in the License, and this Guaranty shall be deemed to include, without limitation, all additional liabilities and obligations of Licensee to Licensor resulting from the exercise of any such option.

7. This Guaranty is an unconditional guaranty of performance and not merely of collection. Guarantor's liability hereunder shall be primary, and in any right of action which shall accrue to Licensor under the License, Licensor may, at its option, proceed against Guarantor and Licensee, jointly and severally, or Licensor may proceed against Guarantor under this Guaranty without commencing any suit or proceeding of any kind or nature whatsoever against Licensee, or without having obtained any judgment against Licensee, and without any presentment and demand for payment, notice of non-payment, notice of dishonor, protest, notice of protest, non-performance or non-observance, or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives.

8. If judgment shall be entered against Guarantor in any action, suit or proceeding to enforce this Guaranty, Guarantor shall reimburse Licensor for all costs and expenses incurred by Licensor in connection therewith, including, without limitation, reasonable attorneys' fees.

9. Guarantor waives trial by jury of all issues arising in any action, suit or proceeding to which Licensor and Guarantor may be parties in connection with this Guaranty.

10. Guarantor, at its expense, shall execute, acknowledge and deliver all instruments and take all action as Licensor from time to time may request for the assuring to Licensor the full benefits intended to be created by this Guaranty.

11. Guarantor represents and warrants to Licensor that: (a) Guarantor has full power and authority to execute, deliver and perform this Guaranty; and (b) this Guaranty has been duly authorized, and does not create any default under any other License by which Guarantor or Guarantor's assets are bound.

12. Neither delay by Licensor in exercising any right under this Guaranty nor any failure to exercise the same shall be a waiver of that right or any other right.

13. Any notice or other communication hereunder shall be in writing and shall be deemed duly served on the date it is mailed by registered or certified mail in any post office station or letter box in the continental United States, addressed if to Guarantor, to it at the address of Guarantor set forth herein or such other address as Guarantor shall have last designated by notice to Licensor, and addressed if to Licensor, to it at the address set forth above or such other address as Licensor shall have last designated by notice to Guarantor.

14. This Guaranty may not be modified or terminated orally or in any manner other than by an agreement in writing signed by

Guarantor and Licensor, or their respective successors and assigns.

15. This Guaranty and any issues arising hereunder shall be governed by the laws of the State of

16. All remedies of Licensor by reason of this Guaranty are separate and cumulative remedies and no one remedy, whether exercised by Licensor or not, shall be deemed to be in exclusion of any other remedy of Licensor and shall not limit or prejudice any other legal or equitable remedy which Licensor may have.

17. If any provision of this Guaranty or the application thereof to any person or

circumstance shall to any extent be held unenforceable, the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is held unenforceable, shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

18. This Guaranty shall inure to the benefit of and may be enforced by Licensor and its successors or assigns, and shall be binding upon and enforceable against Guarantor and its successors, assigns, heirs and personal representatives.

IN WITNESS WHEREOF: Guarantor has duly executed this Guaranty as of the day and year first above written.

Date: _____

GUARANTOR:

Sworn to before me on
