THIS COPYRIGHT LICENSE AGREEMENT by and between Attorney (as identified in the attached Attorney Flat Fee Agreement, hereinafter referred to as "Licensor") and Client (as identified in the attached Attorney Flat Fee Agreement, hereinafter referred to as "Licensee").

Background
Licensor is in the business of practicing law and Licensee desire to license the use of Licensor's forms for real estate purchasing and investing known as "Wholesaler DocKit" in connection with Licensee's business. Licensor agrees to license Licensee to use such copyrights on the terms and conditions set forth herein.

IN CONSIDERATION OF THE FOREGOING and of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Definitions
The following words shall have the following meanings when used in this Agreement:

1.1. Licensed Material
"Licensed Material" shall mean that material known as the "Wholesaler DocKit" consisting of a template for a contract for purchase and sale, assignment of contract, memorandum of contract, option to purchase, and seller acknowledgment as well as additional or revised templates that Licensor may create from time to time and provide to Licensee subject to the same terms hereunder.

Licensor will communicate and disclose to Licensee any improvement, modification, or revision that Licensor may discover or develop with respect to the Licensed Material or the use thereof and will disclose to Licensee the manner of performing or utilizing the same. Any and all such improvements, modifications, or revisions referred to in this paragraph shall be deemed to be part of the Licensed Material for purposes of this agreement.

1.2. Proprietary Information
"Proprietary Information" shall mean all ideas and concepts relating to Licensed Materials including, without limitation, trade secrets, plans, specifications, prototypes, and marketing plans.

1.3. Territory
"Territory" shall mean Florida.

2. Grant of License
Subject to the terms of this Agreement, Licensor hereby grants Licensee (or an entity or entities of which Licensee is a principal, owner, partner, joint venture, member, or officer) a personal, nonexclusive, nontransferable, nonassignable limited license to use the Licensed Materials and the Proprietary Information throughout the Territory for the purpose of buying and selling real property during the term of this Agreement.

3. Assignment
Licensee shall not assign or transfer any interest in this Agreement whether by merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Licensor.

4. Inspection
Licensee agrees to keep accurate books of account and records covering all transactions relating to the license hereby granted, and Licensor and its duly authorized representatives and nominees shall have the right at all reasonable hours of the day at any time during the term of this Agreement and any renewal term and for a period of two years after termination of this Agreement however caused, to examine said books of account and records and of all other documents and material in the possession or under the control of Licensee with respect to the subject matter and the terms of this Agreement, and Licensor shall have free and full access thereto for said purpose of making extracts therefrom. Such rights shall be exercised during the normal business hours and in such manner as not to interfere with the conduct of Licensee's business.

5. Non-Exclusive Rights
Notwithstanding any provision herein to the contrary, Licensor may license firms, individuals, partnerships and corporations to use the Licensed Materials in any part of the world including the Territory, and Licensor reserves all rights pertaining to the Licensed Materials.

6. Use of Licensed Materials
6.1. Deleted
6.2. Permitted Uses of Licensed Materials
Licensee shall have the right to use the Licensed Materials in connection with Licensee's business of buying and selling real estate, but only with Licensor's prior written approval and in strict compliance with such license and the policies, instructions and guidelines of Licensor.

6.3. Licensor's Rights; Copyright Notices and Markings
Licensee acknowledges Licensor's exclusive right, title and interest in and to the Licensed Materials and Licensee shall mark the Licensed Materials and any advertising or promotional material utilizing or reproducing any Licensed Materials in such manner as to preserve and protect all rights of Licensor therein. Nothing contained in this Agreement shall be construed as conveying to Licensee any right, title or interest in or to any of the Licensed Materials other than an express right to a permissive use thereof in connection with buying and selling real estate.

6.4. Protection of Licensed Materials
Licensee shall cooperate to the fullest extent possible with Licensor in its sole discretion may consider necessary to protect any of the Licensed Materials. Licensee will fully cooperate with Licensor in maintaining and defending the ownership and validity of each of the Licensed Materials against infringement and claims of infringement. Licensee will promptly notify Licensor of (i) any infringement or unauthorized use of any Licensed Materials by any third party of (ii) any assertion by any third party that Licensee's use of any Licensed Materials shall not be obligated to initiate or defend legal action with respect to any Licensed Materials, and Licensee shall not initiate or defend any such action itself without Licensor's prior written consent.

6.5. Use of Licensed Materials in Licensee's Tradename
Licensee hereby agrees and warrants that Licensee will not incorporate all or any portion of the Licensed Materials into Licensee's corporate name or tradenames.

6.6. Licensee's Actions Affecting Validity of Licensed Materials
Licensor and Licensee each agree that Licensee will not do any act which it knows, or it is notified by Licensor, may affect the validity of any of the Licensed Materials.

7. Approval by Licensor
All advertising and promotional material which may be used by Licensee utilizing or referencing the Licensed Materials herein shall be submitted by Licensee to Licensor for Licensor's approval or disapproval prior to any release thereof by Licensee. All advertising brochures and illustrations identifying Licensor or the Licensed Materials, or direct quotations attributed to Licensor or its employees, shall likewise be subject to approval or disapproval by the Licensor. If such approval or disapproval is not received by Licensee within three days after receipt of such material by Licensor, such material shall be considered disapproved. Once approval has been obtained, further approval of the same material need not be obtained for future or repeat use, but all such material shall be consistent with the maintenance of the excellent reputation of Licensor. If Licensee shall give notice of disapproval of any such material, Licensee shall not use or distribute such publicity or advertising material.

8. Goodwill
Licensor and Licensee each acknowledges that the Licensed Materials have acquired a valuable secondary meaning and goodwill with the public. Accordingly, Licensee undertakes and agrees not to use the Licensed Materials in any manner whatsoever which, directly or indirectly, would derogate or detract from the repute of Licensor or the Licensed Materials. Licensee agrees that if Licensor or any shareholder of Licensee shall be convicted of a felony or otherwise becomes an object of public scorn which materially and adversely affects the sale of the Licensed Materials, Licensor shall have the right to terminate this Agreement without obligation or compensation to Licensee. Licensor and Licensee each acknowledges that the undertaking on its part set forth in this paragraph represents a major inducement and consideration for Licensor to enter into this Agreement.

9. Termination
9.1. Termination on Insolvency or Material Breach
Either Licensee or Licensor may at its option immediately terminate this Agreement by giving written notice thereof to the other party in the event of the happening of any of the following:

(a) If the other party becomes insolvent, or a petition of bankruptcy is filed, or any similar relief is filed by or against the other party, or a received is appoint with respect to any of the assets of the other party, or a liquidation proceeding is commenced by or against the other party; or
(b) Failure to correct or cure any material breach by the other party or any covenant or obligation under this Agreement hereunder within thirty calendar days after receipt by the other party of a written notice from such party specifying such breach.

9.2. Licensee's Change in Control
In the event that all or a Controlling Interest in Licensee, or a parent of Licensee, is acquired by an unrelated third party by merger, acquisition or private or public purchase or securities or assets, Licensor shall have the right:

(a) To terminate this Agreement with thirty days prior written notice; or
(b) To continue this Agreement and at Licensor's option, require Licensee adopt reasonable internal constraints to prevent the disclosure of Licensor's Proprietary Information to the acquiring party or any part of the nonacquired party.

9.3. Licensee's Breach of Confidentiality Provisions
Licensor shall have the right to immediately terminate this Agreement without prior notice if Licensee, its employees or agents shall breach the confidentiality provisions of this Agreement or the Proprietary Information Agreement by and between Licensee and Licensor referenced in Section 22 of this Agreement.

10. Effect of Termination and/or Expiration
10.1. Licensee's Waiver of Rights
Upon termination or expiration of this Agreement for whatever reason, Licensee waives the applicability and protection of all laws, regardless of jurisdiction, giving to Licensee any rights of indemnity or other compensation in lieu of notice or otherwise arising upon termination of this Agreement or any other relationship between Licensor and Licensee. Licensor will not be required to indemnify or pay any amount to Licensee, whether as compensation, balancing, relief or otherwise, as a result of the termination of this Agreement.

10.2. Return of Licensed Materials
(a) Upon the expiration or termination of this Agreement for whatever reason, the Licensee shall promptly return to Licensor all Proprietary Information furnished hereunder together will all copies made therefrom and shall not retain them thereafter.
(b) Upon the expiration or termination of this Agreement for whatever reason, Licensee will immediately cease all use of the Licensed Materials and deliver to Licensor or the Licensed Materials. Licensee shall also take all action necessary to transfer and assign to Licensor or its nominee any right, title or interest or to any of the Licensed Materials which Licensed may have acquired in any manner as a result of its activities under this Agreement.

10.3. Licensor's Rights and Remedies
Notwithstanding any termination in accordance with the foregoing, Licensor shall have, and hereby reserves all the rights and remedies which it has or which are granted to it by operation of law, for damages or breach of this Agreement on the part of the Licensee.

11. Term
Subject to Sections 9 and 10, this Agreement and all licenses and rights granted hereunder shall commence upon payment of all applicable license fees and continue for a period commencing on the date first written date above and continuing until terminated as provided herein.

12. Notice
Any notice required or permitted to be given under this Agreement shall be sent in writing and shall be deemed to be duly given five days after mailing if mailed or delivered to such party, by United States certified, return receipt requested, first class air mail to such addresses as the parties may provide to each other from time to time.

13. Amendment
This Agreement may not be amended, modified or extended except by a written instrument signed by an authorized executive officer of both Licensor and Licensee.

14. Disclaimer of Partnership or Agency
The relationship between Licensor and the Licensee under this Agreement is solely that of independent Licensor and Licensee. Each of the parties is in no way the legal representative or agent of the other party for any purpose and shall have no power to assume or create, in writing or otherwise, any obligation or responsibility of

any kind, express or implied, in the name of or on behalf of the other party.

15. Governing Law
This Agreement shall be considered as having been entered into the State of Florida and shall be construed and interpreted in accordance with the laws of the State of Florida; and each of the parties hereto irrevocably agrees to submit to the jurisdiction and venue of the courts of the Ninth Judicial Circuit in and for Orange County, State of Florida to resolve any disputes related hereto or arising hereunder.

16. Waiver
Any failure of Licensor to enforce, at any time or for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of the right of the Licensor to enforce such provisions unless said waiver is in writing and signed by an authorized executive officer of Licensor.

17. Survival
Licensee recognizes and agrees that its obligations under Sections 6, 10, 15 and 22 of this Agreement shall survive the termination of this Agreement and Licensee shall be bound by such obligations after termination hereof.

18. Separability of Provisions
Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.

19. Equitable Remedies
In the event the Licensee breaches or threatens to breach any of the covenants expressed herein, the damages to Licensor will be great and irreparable and difficult to ascertain; therefore, Licensor may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling Licensor from any other relief in either law or equity.

20. Entire Agreement
This Agreement, the exhibits hereto and the documents referenced herein, constitute the entire agreement between the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by this Agreement. Nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

21. Background, Enumerations and Headings
The "Background", enumerations and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significant in interpreting this Agreement.

22. Proprietary Information
Licensee shall retain all Proprietary Information in strictest confidence. Licensee shall ensure that all its employees and agents understand and abide by the terms this Agreement and shall require all its employees and agents to likewise comply.

23. Compensation
23.1. License Fee
In consideration of the grant by Licensor to Licensee of the personal, nonexclusive, nontransferable, nonassignable limited license set forth in Section 2, Licensee shall pay Licensor a nonrefundable fee of $500.00 payable upon execution of this Agreement.

23.2. Deleted.

24. Licensor's Warranties
Licensor represents and warrants that is has the right and authority to enter into this Agreement and grant the rights described herein.

25. Indemnification
25.1. Licensee's Indemnification Obligations
Licensee agrees to indemnify, defend and hold harmless Licensor from and against any and all damage, cost liability and expenses of any kind whatsoever (including reasonable attorneys' fees) arising directly out of, (a) any breach of this Agreement by Licensee; or (b) any claim by a third party relating to Licensee's sole action in any licensing activity of the Licensed Materials by Licensee.

25.2. Licensor's Indemnification Obligations
Licensor agrees to indemnify, defend and hold harmless Licensee from and against any and all damage, cost liability and expenses of any kind whatsoever (including reasonable attorneys' fees) arising directly out of, (a) any breach of this Agreement by Licensor; or (b) any claim by a third party relating to Licensor's sole action in any licensing activity.

25.3. Limitation of Liability
IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, ARISING OUT OF ANY BREACH OF THIS LICENSE AGREEMENT OR ANY OBLIGATIONS UNDER THIS AGREEMENT OR THE LICENSE GRANTED OR FOR ANY CLAIM MADE AGAINST EITHER PARTY BY AN OUTSIDE PARTY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.