

OBJECTION

MY LORD

LEGAL PRACTICE DEMYSTIFIED



**FIRST
EDITION**

ISAAC CHRISTOPHER LUBOGO

OBJECTION MY LORD

“Legal Practice Demystified”



LITIGATION LINGO

OBJECTION MY LORD: LEGAL PRACTICE DEMYSTIFIED

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REVISED FIRST EDITION

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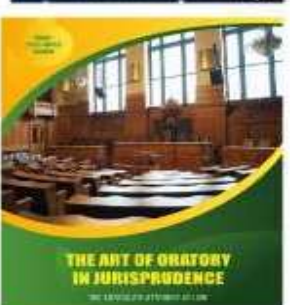
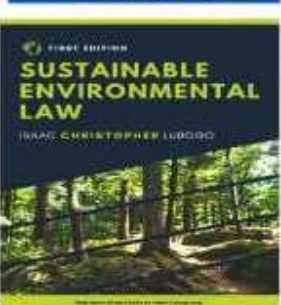
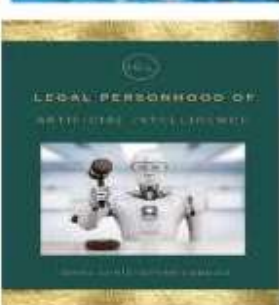
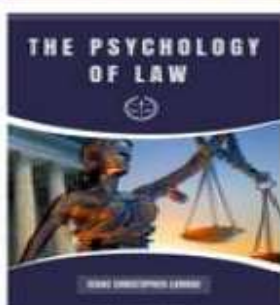
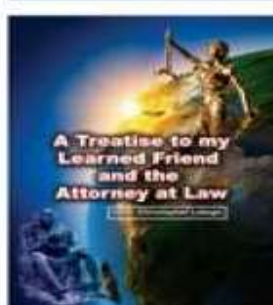
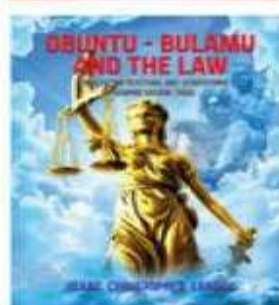
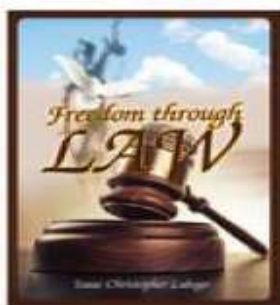
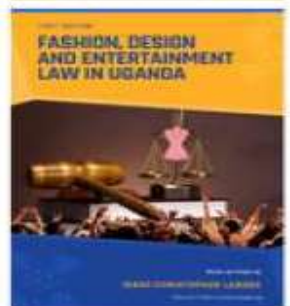
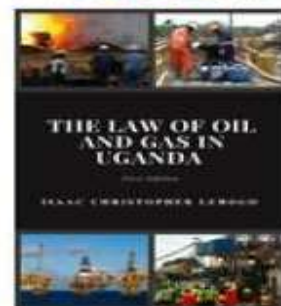
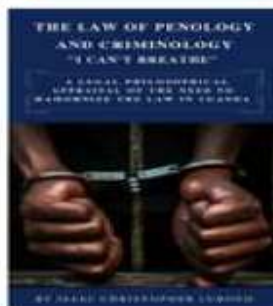
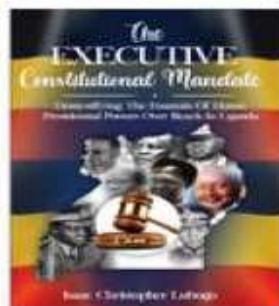
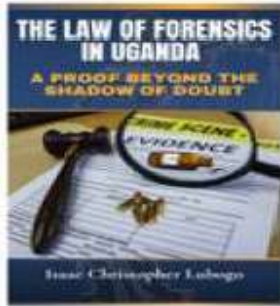
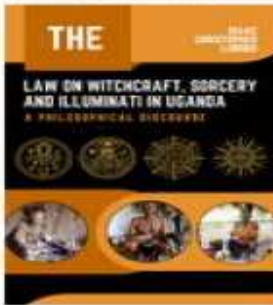
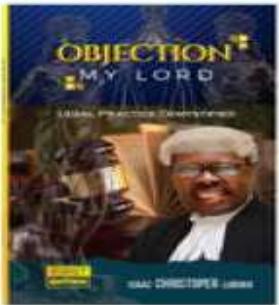
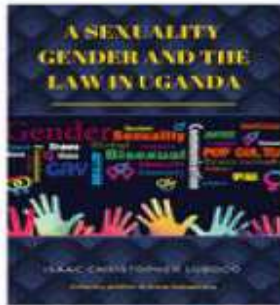
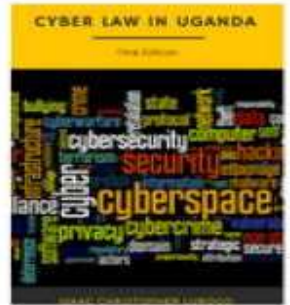
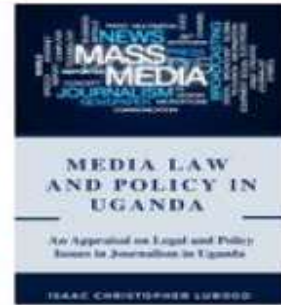
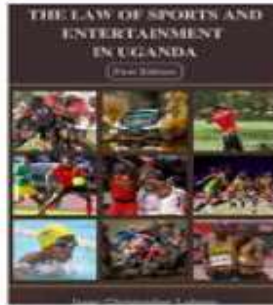
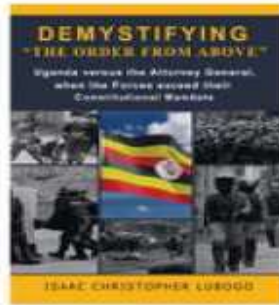
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ISAAC CHRISTOPHER LUBOGO'S WORKS



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ISAAC CHRISTOPHER LUBOGO

DEDICATION



*To the Lord Who Breathes Life and Spirit on Me ... Be My Guide Oh
Lord of The Entire Universe.*

*“...Daniel was preferred above the presidents and princes, because an
excellent spirit was in him, and the king thought to set him over the
whole realm”*

Daniel Chapter six, verse three

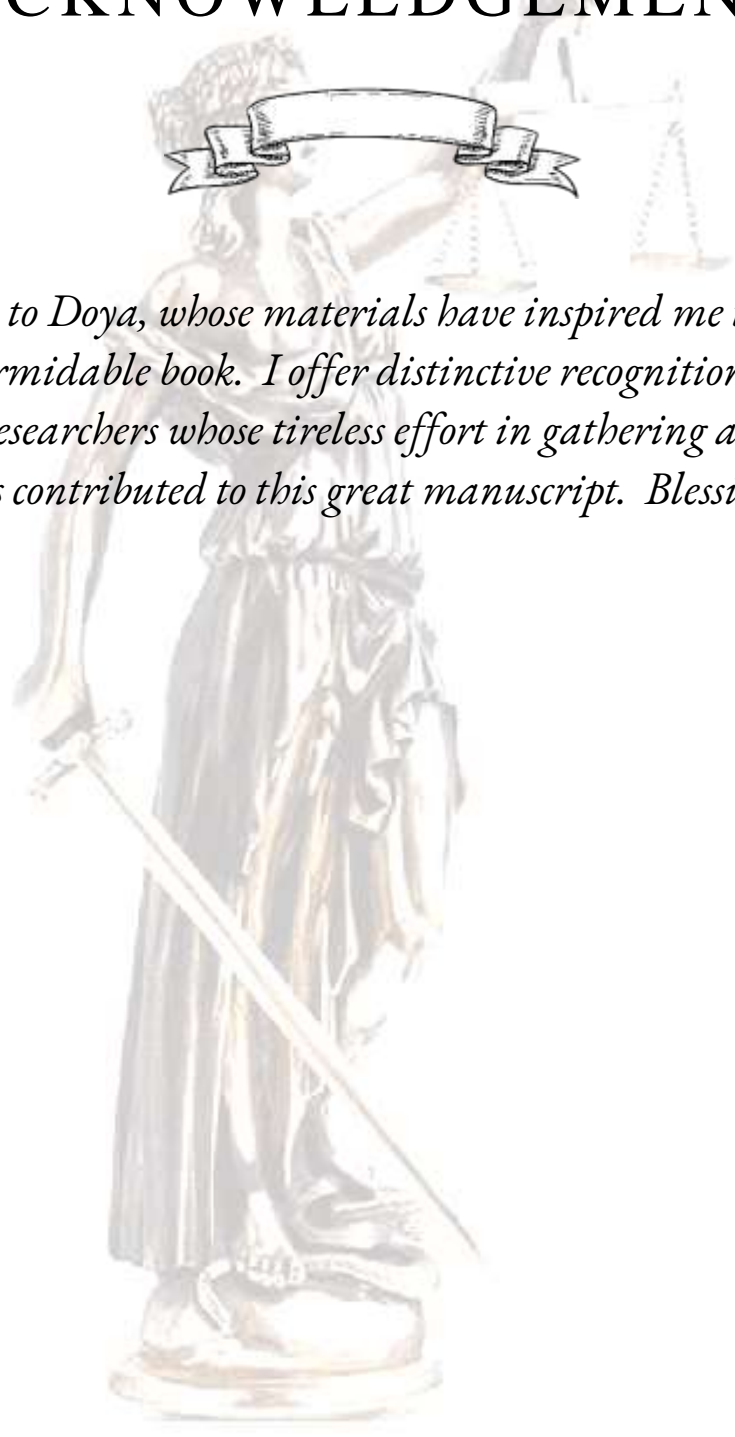


Vox Populi, Vox Dei (Latin, 'the voice of the people is the voice of God')



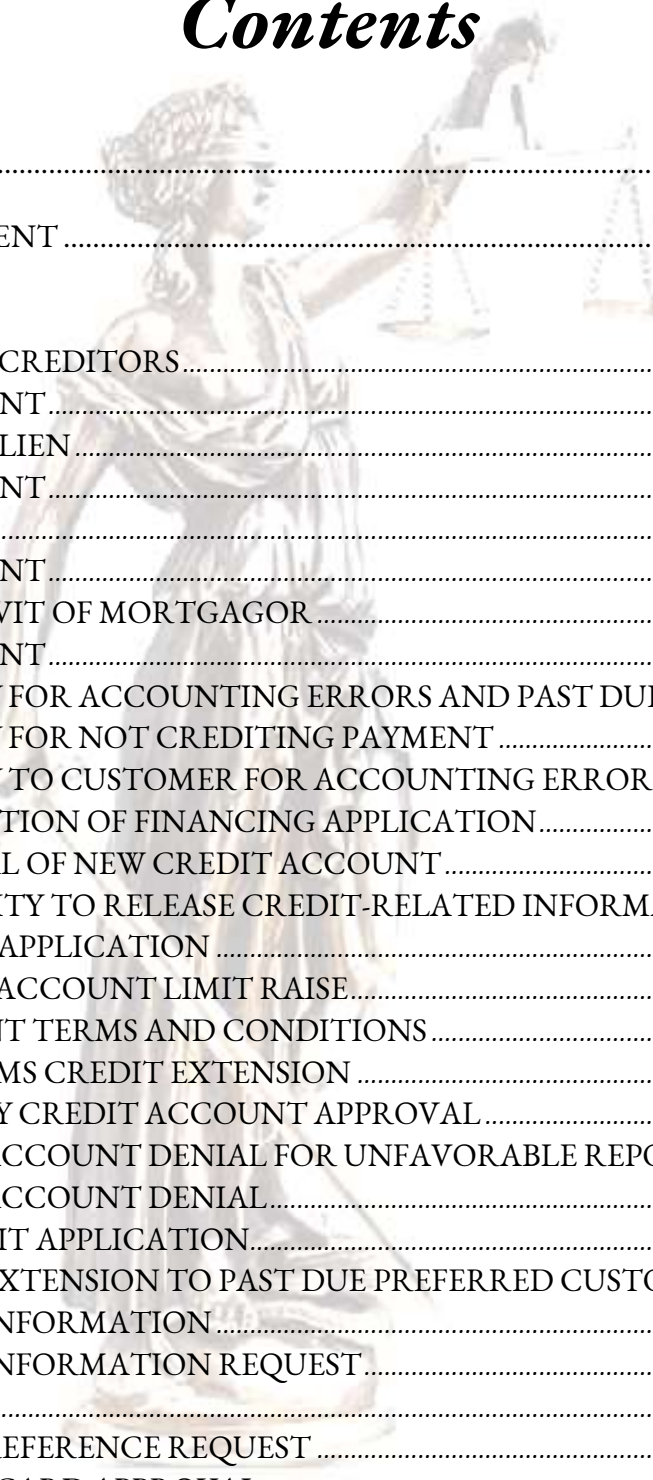
Salus populi suprema lex esto (Latin: "The health (welfare, good, salvation, felicity) of the people should be the supreme law", "Let the good (or safety) of the people be the supreme (or highest) law", or "The welfare of the people shall be the supreme law") is a maxim or principle found in Cicero's De Legibus (book III, part III, sub. VIII).

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INTRODUCTION

Litigation is not complete without court documents. In many cases, all procedures before court or even out of court will require an advocate to draft documents. This chapter therefore provides more standard court documents that you might find helpful in your quest to become an outstanding advocate.

AFFIDAVIT OF NO CREDITORS

State of [STATE/PROVINCE]

City of [CITY]

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- A. Affiant is the owner of the stock of merchandise located at [address], [city], [state], more particularly described as follows: [description], which Affiant proposes to sell and transfer to Company, of [address], [city], [state].
- B. This merchandise is not encumbered.
- C. Affiant has no creditors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

AFFIANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

OBJECTION MY LORD

ACKNOWLEDGMENT

State of [state]

County of [county]

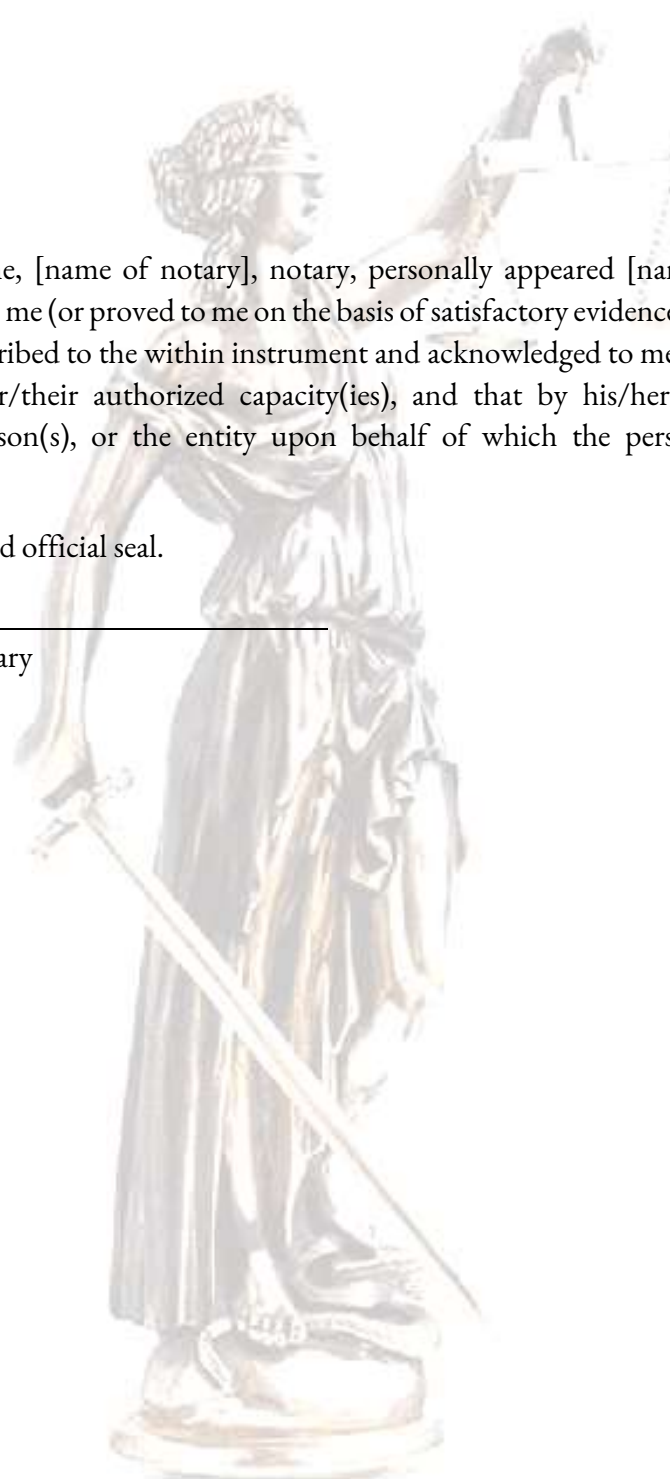
On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)



AFFIDAVIT OF NO LIEN

This Affidavit of No Lien (the "Agreement") is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AFFIANT NAME] (the "Affiant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

1. That Affiant is the [title] of [COMPANY].
2. That said Company is the owner of the improved property known and legally described as follow [set forth legal description]
3. That [COMPANY] is not the subject to any bankruptcy, creditor's reorganization or insolvency proceeding and none are pending, contemplated or threatened.
4. That [COMPANY] has possession of the property and that there is no other person in possession who has any right in the property.
5. That there are no unrecorded labor, mechanic's or material men's liens against the property and no material has been furnished or labor performed on the property which has not been paid in full.
6. That there are no unrecorded easements, liens of assessments for sanitary sewers, paving or other public utilities against said property.
7. That there are no claims whatsoever of any kind or description against any fixtures or equipment located on the said premises.
8. That there are no existing contracts for sale, options to purchase or unrecorded deeds or mortgages existing against said property.
9. That this affidavit is made for the purpose of [DESCRIBE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

OBJECTION MY LORD

COMPANY

AFFIANT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



ACKNOWLEDGMENT

State of [state]

County of [county]

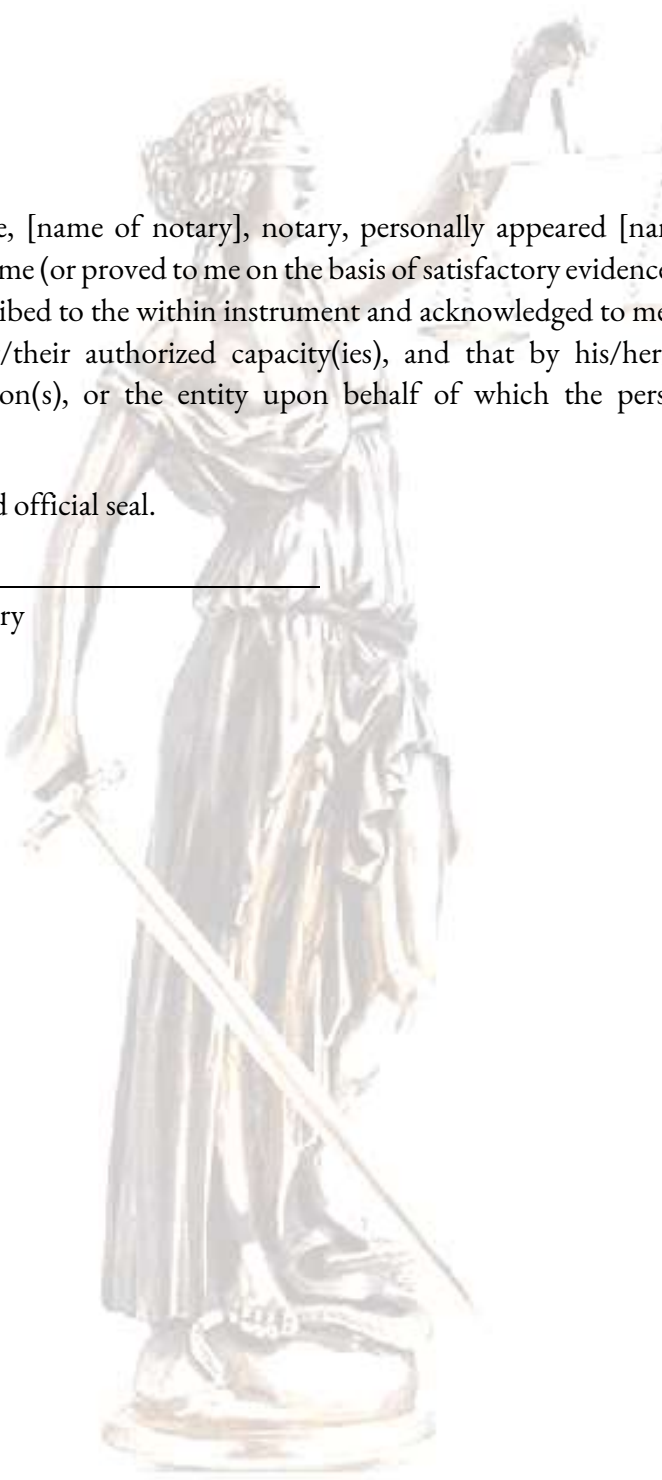
On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)



OBJECTION MY LORD

AFFIDAVIT

State of [STATE/PROVINCE]

City of [CITY]

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

BEFORE ME, the undersigned authority, [name and capacity of officer before whom affidavit is sworn], on this [day of month] day of [month], [YEAR], personally appeared Affiant, known to me to be a credible person and of lawful age, who being by me first duly sworn, on [his or her] oath, deposes and says:

[set forth statement of facts]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

AFFIANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [state]

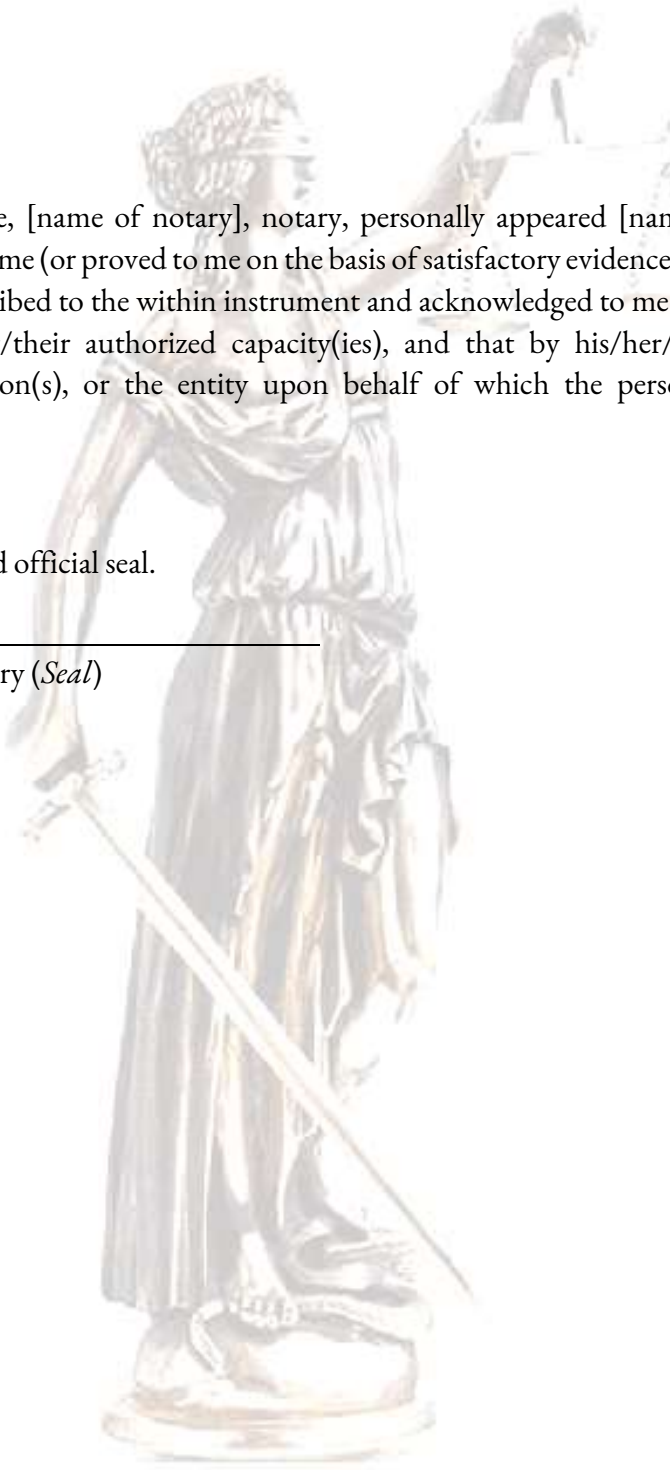
County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary (*Seal*)



OBJECTION MY LORD

ESTOPPEL AFFIDAVIT OF MORTGAGOR

This Estoppel Affidavit of Mortgagor (the "Agreement") is made and effective [DATE],

BETWEEN: [MORTGAGOR NAME] (the "Mortgagor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AFFIANT NAME] (the "Affiant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

TERMS

1. This is to certify that Affiant executed, assumed, or taken title subject to, the mortgage on the real property located at [ADDRESS], originally granted to [NAME], dated [DATE], recorded in [BOOK, PAGES] of the public records of the [STATE/PROVINCE] and now assigned to and held by [NAME]. The legal description of the mortgaged property is attached hereto as Exhibit A.
2. The original principal amount of the Promissory Note secured by said Mortgage was [AMOUNT], with interest accruing thereon at the fixed rate of [%] per annum amortized over [NUMBER] year(s), with [NUMBER] monthly installment payments of principal and interest due and payable in the amount of [AMOUNT] per month, with the first payment due on [DATE]. A total of [NUMBER] payments have been made through and including the payment due on [DATE]. This loan is current in all respects and the Affiant is not in default.
3. The remaining unpaid principal balance owing on said Note and Mortgage is [AMOUNT], as of [DATE], and there remain scheduled monthly payments due in the amount of [AMOUNT] each, and a balloon payment of [AMOUNT] due on [DATE], with [AMOUNT] then remaining unpaid after said balloon. The next payment in the amount of [AMOUNT] is due on [DATE]. Interest continues to accrue on said Note and Mortgage at the fixed annual rate of [%].
4. No lump sum payments have been made against said balance, nor are there any claims, defenses or offsets against said Mortgage or Note.
5. The Affiant had the full legal capacity to execute said Note and Mortgage or to assume or take title to the real property subject to said Mortgage, and is not in bankruptcy or receivership for benefit of creditors.

ISAAC CHRISTOPHER LUBOGO

6. Affiant has no knowledge of any action or proceeding whatever, which is now pending in any state or federal court in [COUNTRY] in which the Affiant is a party which affects the real property or the Note or Mortgage, nor does the Affiant know of any federal or state court judgment, tax lien or any other lien of any kind or nature whatever which now constitutes a lien or charge upon the property, Note, or Mortgage, except taxes for the current year and the lien of those certain mortgages of record in the County and State where the property is located.
7. Affiant has received no notice from any governmental authority requiring any improvement, alteration or change to be made in and about the property.
8. Affiant has not had any sums escrowed for the payment of taxes or insurance on the property.
9. Affiant further states under penalty of perjury that there has never been any previous transfer or assignment of the above-described Promissory Note and/or Mortgage to the knowledge of Affiant, nor has Affiant ever received any notice of assignment or notice of any other interest had by any other third party in said Note and/or Mortgage; Affiant will hold harmless and protect against any claims due to misrepresentation hereof.
10. Affiant understands that this affidavit may be relied upon by any third-party for the purpose of assuming, holding, purchasing, assigning, or satisfying the Promissory Note and Mortgage presently owed by the Affiant.
11. That said Agreement is intended to be and is an absolute conveyance of the title to said property to Mortgagor named therein, and was not and is not now intended as a mortgage, trust conveyance or security of any kind.
12. That it was the intention of Affiant as grantors in said Affidavit to convey, and by said Affidavit Affiant did convey, to Mortgagor therein, all their right, title and interest absolutely in and to said property and that possession of said property has been surrendered to Mortgagor.
13. That in the execution and delivery of said Affidavit Affiant was not acting under misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress.
14. That at the time of making said Affidavit Affiant believed and now believe that the aforesaid consideration therefore represented the fair value of said property.
15. That this affidavit is made for the protection and benefit of Mortgagor in said Affidavit, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in said property.

OBJECTION MY LORD

16. That Affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

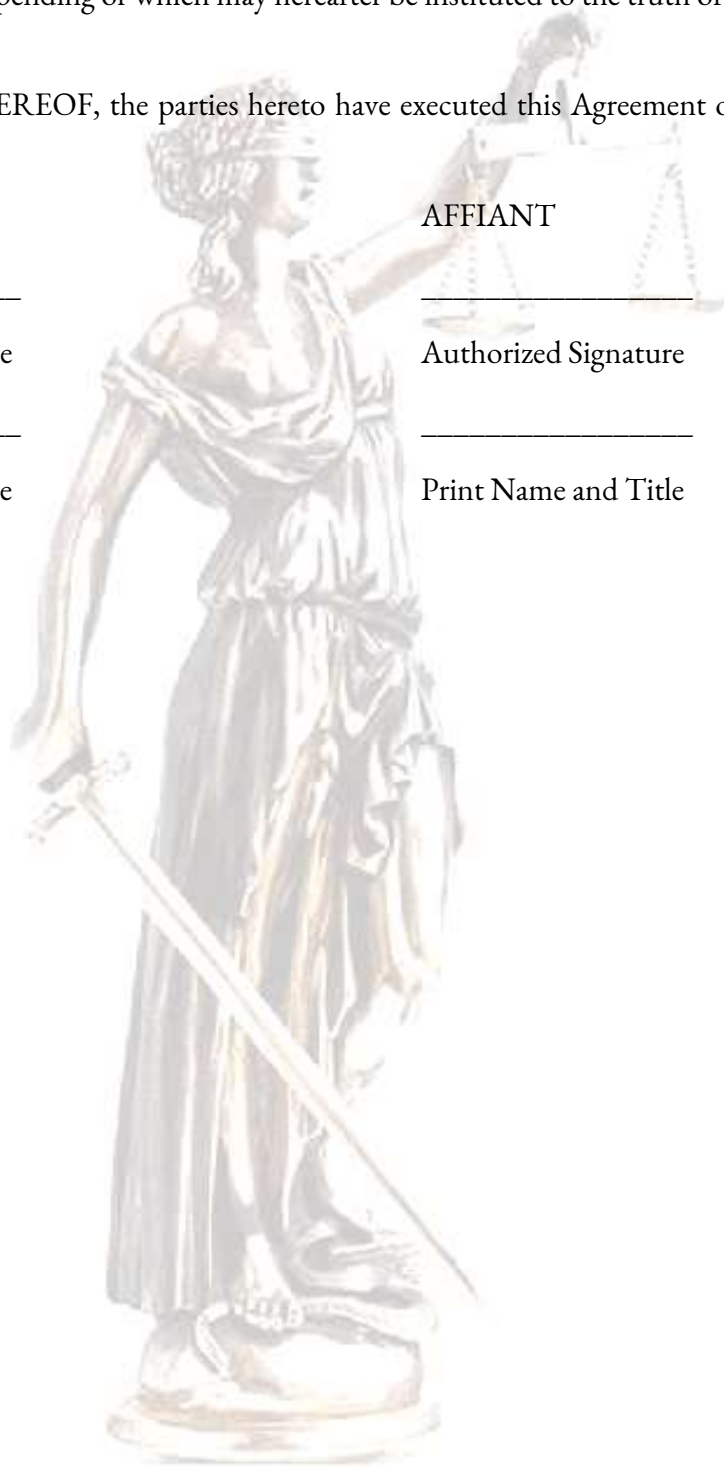
AFFIANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)

October 18, 2022

Contact Name

Address

City, State/Province



OBJECTION MY LORD

OBJECT: APOLOGY FOR ACCOUNTING ERRORS AND PAST DUE NOTICE

Dear [Contact name],

We are very much concerned that due to our mistake, you had to deal with unnecessary problems. Unfortunately, it has taken some time to find out exactly what occurred, and, therefore, please accept our apologies for the delay in this response. You definitely deserve an explanation for what went wrong in our accounting department. I hope that this letter will help to resolve some recent difficulties.

For what I've been told on this issue, your payment was received in time but it had been credited to an account which bears a similar name to yours. As a result, we began sending you our standard notices requesting payment, according to our collection policy. Even after the posting error was rectified, our accounting department failed to notify our credit department, which is why you continued to receive our correspondence asking for payment.

I understand how exasperating this has been for you and I am deeply sorry that it has taken so long to straighten out this problem. While there is a procedure within our firm to prevent this type of error from happening, we are reinforcing this procedure.

You have been a valued customer for a long time and we appreciate the opportunity to continue to serve you. You may rest assured that this problem will not occur again.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Your name

Your title

Telephone contact

ISAAC CHRISTOPHER LUBOGO

youremail@yourcompany.com



OBJECTION MY LORD

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APOLOGY FOR NOT CREDITING PAYMENT

Dear [Contact name],

I want to thank you for your support and assistance in helping us to locate your payment of [Date], which had not been credited to your account. I understand how exasperating this has been for you and I am deeply sorry that it has taken so long to straighten out this problem. Your help enabled us to go through our records and pinpoint how this error occurred.

Please accept our sincere apology for the correspondence we wrote under the assumption that this bill had not been paid. I know this insistence on our part must have been extremely frustrating for you, especially in light of the fact that you have always been a valued customer of ours and have paid your bills promptly.

Thank you for your patience and please be assured that we will do everything in our power to ensure that this type of error does not surface in the future.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APOLOGY TO CUSTOMER FOR ACCOUNTING ERRORS

Dear [Contact name],

On behalf of [COMPANY], I want to thank you for your recent letter regarding an error that occurred with your account [Number]. After examination, we were able to track down the error and have credited your account accordingly. A report to this effect has also been sent to our credit department – I can certify that your credit rating won't be penalized in any way.

Please note that as of [DATE], your account balance is [Amount].

You are a valued customer, [CONTACT NAME], and we apologize for any inconvenience this mistake may have caused you. If we may be of further assistance, please do not hesitate to contact me at your convenience.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MYLORD

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APPROBATION OF FINANCING APPLICATION

Dear [Contact name],

Your application for financing on the acquisition of your new [describe] has been approved. Your order for [Number] [Product] will be shipped within [Number] days.

As the enclosed lease documents indicate, your monthly lease payment is [Amount]. Since your lease covers the entire purchase, including “soft” costs, installation and training are completely covered, with no additional fee or payment required.

We look forward to serving you and hope you will call upon us for service, support, and supplies. Please keep in touch and let us know how the [Product] is working to improve sales and customer service in your shop

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APPROVAL OF NEW CREDIT ACCOUNT

Dear [Contact name],

Your account with [Name of firm] has been approved for credit. We would like to inform you that your account number is [Number]. Please inform your personnel to be sure to include this account number on any documents and correspondence directed to us.

We welcome you to our family of customers and hope that our new relationship will be mutually beneficial and profitable.

As our way of saying thank you for opening your new account with us, we are offering you a [Specify] discount on all merchandise ordered in the month of [Month].

If you have any questions regarding our credit policy, please call [Name], our Credit Manager, who will be more than happy to discuss your account with you.

We will be looking forward to your orders and to the opportunity of serving you.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

October 18, 2022

Name of information holder

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: AUTHORITY TO RELEASE CREDIT-RELATED INFORMATION

Dear [Contact name],

The undersigned hereby authorizes the disclosure and release of any and all personal credit-related information in your possession, including but not limited to credit, financial, salary, banking, debt and tax information and materials, to [Firm name], as required, until further notice. This authorization is valid for [NUMBER] days from the date of my signature below. Please keep a copy of my release request for your files.

Thank you for your co-operation.

Dated: [Date]

[Witness]

[Name of credit applicant]

BUSINESS CREDIT APPLICATION

Name/Address

Last:	First:	Middle Initial:	Title
Name of Business:			Tax I.D. Number
Address:			
City:	State:	ZIP:	Phone:

Company Information

Type of Business:	In Business Since:
Legal Form Under Which Business Operates:	
State/Province:	Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/>
If Division/Subsidiary, Name of Parent Company:	In Business Since:
Name of Company Principal Responsible for Business Transactions:	Title:
Address:	City: State: ZIP: Phone:
Name of Company Principal Responsible for Business Transactions:	Title:
Address:	City: State: ZIP: Phone:

Bank References

Institution Name:	Institution Name:	Institution Name:
Checking Account #:	Savings Account #:	Home Equity Loan: Loan Balance:

OBJECTION MY LORD

Address:	Address:	Address:
Phone:	Phone:	Phone:

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

Financial Information

Company Total Assets	Company Total Liabilities	Annual	Amount of Credit Requested:
Net Income			
Have you or your officers or affiliates ever filed a petition in bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is your company subject to any litigation? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, describe:			

We declare that the above information is true, correct and complete and is given to induce the Company to extend credit. We authorize the Company to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize

ISAAC CHRISTOPHER LUBOGO

all trade references, banks and credit reporting agencies to disclose to the Company any and all information concerning the financial and credit history of my company and myself:

I have read the terms and conditions stated below and agree to all of those terms and conditions.

Name of Company: _____

Authorized Signature: _____

Title: _____

Printed Name: _____



OBJECTION MY LORD

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CHARGE ACCOUNT LIMIT RAISE

Dear [Contact name],

I am pleased to inform you that after careful review of your charge account, we have decided to increase your credit limit as follows:

OLD CREDIT LIMIT: [Amount]

NEW CREDIT LIMIT: [Amount]

Moreover, your new status qualifies you for use of our installment account. Should you require additional information about this new account, please call me as I will be happy to help.

You are a valued customer, and as such, we always keep you informed about our special sales. We currently have a promotion on [PRODUCTS/SERVICES]. If you order by [DATE], we will give you a [%] rebate on all your purchases.

We appreciate your continued patronage, and look forward to being able to assist you in the near future.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

CHARGE ACCOUNT TERMS AND CONDITIONS

This Agreement is made and effective [EFFECTIVE DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CUSTOMER NAME] (the "Customer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

It is agreed as follows:

Buyer agrees with seller [Seller's name] to pay for all purchases upon receipt of monthly statement. Charges billed, but not paid by the [Day] of the month following purchase will be considered delinquent and subject to finance charges.

The FINANCE CHARGE for individuals is computed by a periodic rate of [%] per month which is an ANNUAL PERCENTAGE RATE OF [Rate]% applied to the "Previous Unpaid Balance less Current Credits." Current credits are payments or credits received by [Time] A.M. on the [Day] day of the following month. The minimum payment due will be payment of Buyer's indebtedness in full. If not paid, [Seller's name] may declare the unpaid balance due and payable immediately. Buyer agrees to pay collection expenses, including reasonable attorney's fees and court costs, if it is necessary to collect through legal action.

Buyer assumes full responsibility for all materials purchased from [Seller's name]. Buyer agrees to be personally liable for all charges and individually guarantees payment of all charges promptly. Buyer agrees to notify [Seller's name] within [NUMBER] days in writing of receipt of monthly statement of any in billing. Failure to so notify [Seller's name] signifies total acceptance and responsibility for prompt payment in full of account.

If materials are ordered to be delivered to a construction job site, the buyer assumes liability for the materials at the time of delivery whether or not buyer's representative is on hand to acknowledge receipt of delivery. Buyer agrees to pay standard delivery charges as billed.

Buyer agrees that no refund will be granted unless merchandise is returned within 30 days with invoice to store where purchases were made and in original sales condition. Buyer agrees to supply [Seller's name] with "Notice of Commencements", purchase orders, job numbers, job addresses, and a current list of employees permitted to order, pickup, and sign for merchandise.

OBJECTION MY LORD

[Seller's name] reserves the right to send out "Notice to Owners" and file Liens on past due accounts and use any legal means available to force collection if necessary.

SELLER

CUSTOMER

Authorized Signature Authorized Signature



ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CHRISTAMS CREDIT EXTENSION

Dear [Contact name],

It seems like every year it's the same old scenario – you are trying to find a way to be able to buy all of our gifts this holiday season without having to worry about paying for them until March?

We thought it would, and decided this would be a perfect way to say thank you to our customers for having shopped with us throughout the year.

Starting today, any purchases that you charge to your account will not appear on your statement until [Date]! This offer is available to you until Christmas Eve, [Year].

We hope that you will take advantage of our holiday offering and come see our Christmas season selections. While you are here, please come [Place] for a complimentary [Gift].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: COMPANY CREDIT ACCOUNT APPROVAL

Dear [Contact name],

After evaluation of your application for credit, it is our pleasure to inform you that an account has been opened for your company.

Please feel free to use your account as often as you wish. A descriptive brochure is attached which outlines the terms and conditions upon which this account has been opened. Should your credit requirements change, or should you have any questions regarding your new account, call this office and ask to speak to one of our account representatives. When you call, please have your account number available, in order that we might have quick access to your file.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT ACCOUNT DENIAL FOR UNFAVORABLE REPORT

Dear [Contact name],

Thank you for your recent application for credit with our firm. We regret to inform you that we cannot extend credit terms to you at the present time, based on the report we received back from our credit bureau.

If you feel that there may be some errors in the records of the credit reporting agency, we suggest that you contact them and review their current information. In the event that there have been errors made, please direct them to submit a revised report to us for our reconsideration.

We would be most happy to welcome you as a customer and to accommodate you in any way possible under the circumstances. We do have a layaway plan and various other options that are available to our cash customers.

Please feel free to call me if you have any questions or if I can be of assistance to you in any way.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MYLORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT ACCOUNT DENIAL

Dear [Contact name],

We have reviewed your application for open account terms, and at this time are unable to open an account for your company. Should circumstances change in the future, please feel free to resubmit an application.

We value your business, and hope to keep you as a customer. As a cash customer you will be advised of all special sales, and we know that you will find our prices and services competitive enough to allow us to continue serving you.

If you have any questions about this decision, or if I may be of any help in any way with regard to your dealings with our company, please contact me at the above office.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



OBJECTION MYLORD

CONSUMER CREDIT APPLICATION

Name/Address

Name	Social Security Number
Address:	
City:	State: ZIP: Phone: Work:
Own	Rent (Please circle) Monthly payment or rent How long?
Previous Address:	
City:	State: ZIP:
Owned	Rented (Please circle) Monthly payment or rent How long?

Employment History

Employer:	Job Title:
Address:	Supervisor:
City:	State: ZIP: Salary:
Phone:	Date From: Date To:
Employer:	Job Title:
Address:	Supervisor:
City:	State: ZIP: Salary:
Phone:	Date From: Date To:

Source of Income Total Expenses Total

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Salary		Loans	
Bonuses & Commissions		Charge Account bills	
Income From Rental Property		Monthly Bills	
Investment Income		Real Estate Mortgages	
Other Income		Other Debts -- Itemize	
Total Income		Total Expenses	

Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #	Savings Account #	Loan #	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

Credit Cards

Name:	Account No.	Current Balance
Name:	Account No.	Current Balance
Name:	Account No.	Current Balance

OBJECTION MY LORD

BANKRUPTCY:

Have you gone bankrupt in the last five years? () Yes () No If yes, give date of assignment: ____

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature

Date



ISAAC CHRISTOPHER LUBOGO

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT EXTENSION TO PAST DUE PREFERRED CUSTOMER

Dear [Contact name],

Our credit department has notified me that your account is past due. You are one of our preferred customers and therefore we want to offer any assistance we can. We know that most overdue balances result from clerical errors. However, should you require additional time to settle your balance, please feel free to give us a call. I will see to it that you are granted an additional [Number] days in which to pay your account balance.

We value your business, and sincerely hope that this gesture will be of some help. Thank you for your kind consideration, and we look forward to seeing you soon.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MYLORD

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT INFORMATION

Dear [Contact name],

Enclosed is the credit information that you requested. I trust that this data will satisfy any concerns you may have about our creditworthiness, and that it will lead to the establishment of a credit account for our organization.

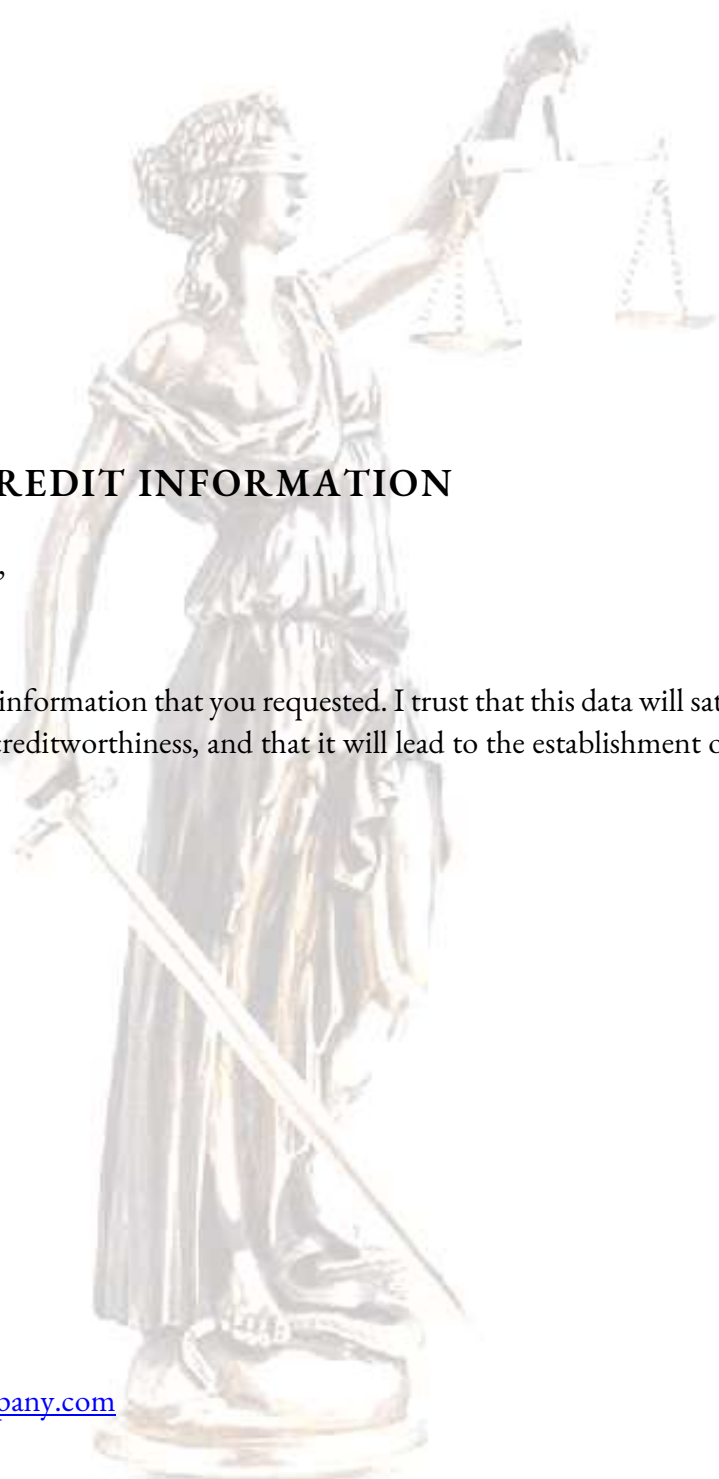
Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT INFORMATION REQUEST

Dear [Contact name],

Thank you for your recent order dated [Date]. We shall be pleased to consider you for a line of credit; however, we first require additional information. Accordingly, would you please provide us with the information checked?

- Bank Affiliations
- Credit Application (enclosed)
- Current Financial Statements
- [number] Trade References and Bank References
- Dun and Bradstreet or Other Credit Reporting Rating
- Other: [Describe]

Pending receipt of this information we suggest C.O.D. or advance payment of [Amount] on this order to expedite prompt shipment. Upon receipt we shall immediately ship your order.

A self-addressed envelope is enclosed for your convenience. Of course, all credit information submitted shall be held in strict confidence.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

CREDIT MEMO

Bill to:

Ship to:

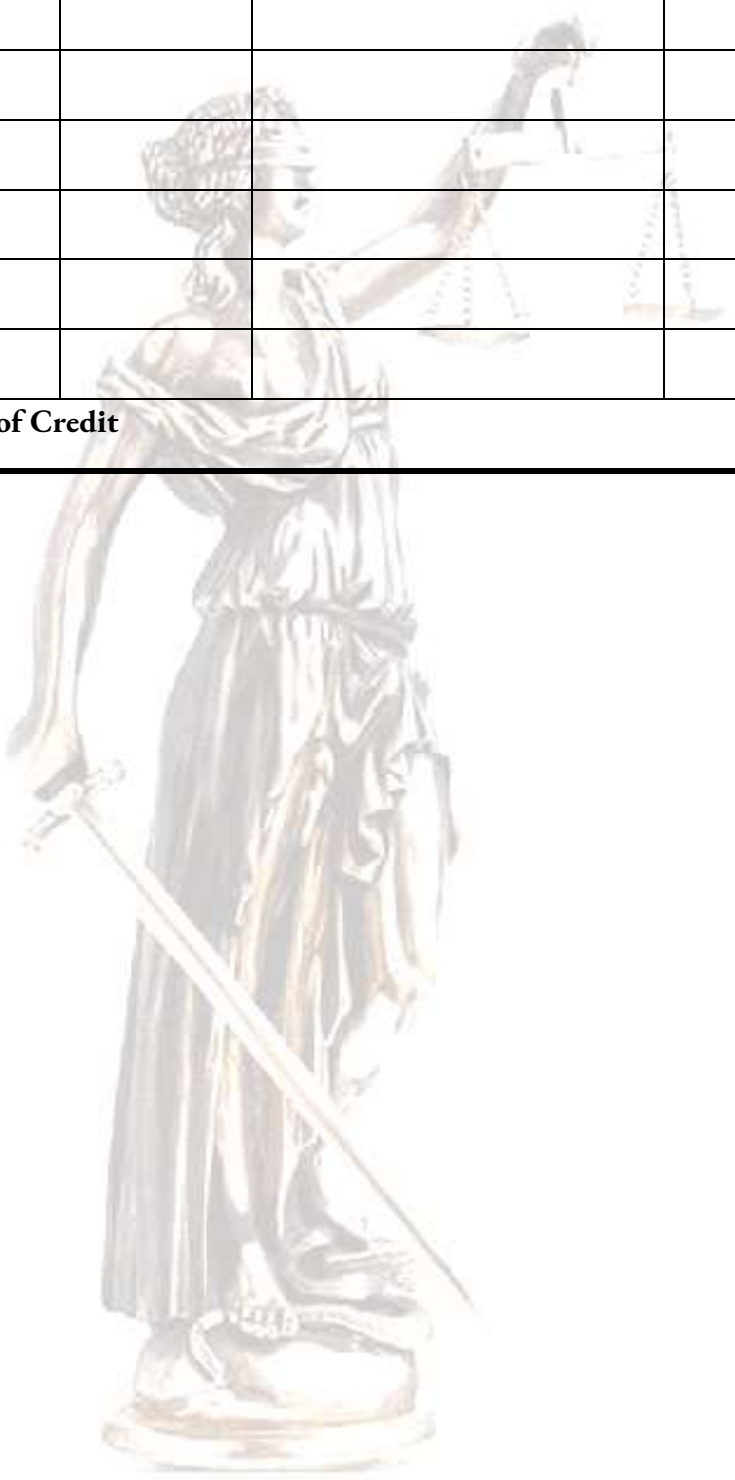
Date

ADDRESS:		ADDRESS:	
CITY:	STATE:	ZIP:	
PHONE:		PHONE:	
CUSTOMER ID:		TERMS:	
REASON FOR CREDIT:			
APPROVED BY:		DATE:	
APPROVED BY:		DATE:	
P.O./ORDER #	DATE:	INTERNAL BILLING #	

Invoice	Item	Quantity	Description	Price	Total

ISAAC CHRISTOPHER LUBOGO

Total Amount of Credit					\$



OBJECTION MYLORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT REFERENCE REQUEST

Dear [Contact name],

We are responding to your letter requesting credit information on [Company].

Over the past [Number] years [Company] has ordered [Amount] worth of merchandise from us. During that time, there have been [Number] incidents where the bills have been [Number] days past due. To be fair, those incidents occurred [Number] years ago. Over the past year [Company]'s bills have been current.

Based on our experience with this Company, we believe [Company] to be a good credit risk.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CHARGE CARD APPROVAL

Dear [Contact name],

It is our pleasure to notify you that a charge account has been approved in your name. We welcome you as a new customer and hope that you enjoy the convenience of your charge account.

We have established a credit limit on your account in the amount of [Amount]. At such time as you may wish to raise the credit line, a phone call or visit to our credit office should expedite our handling of your request.

We have enclosed your card and our pamphlet that explains our billing procedure, how to use your credit card plus additional information we believe you will find useful.

Thank you again for choosing to shop with us.

Sincerely,

Your name

Your title

Telephone contact

OBJECTION MY LORD

youremail@yourcompany.com



ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DENIAL OF CREDIT

Dear [Contact name],

After careful consideration of your request for a [name of account applied for], we must regretfully advise you that we are unable to accommodate you at this time.

The decision to deny this credit is based on information contained in a credit report obtained from [company credit report obtained from]. You are entitled to receive a free copy of this report by [address].

We are sorry for the inconvenience it may cause you. Please feel free to reapply after having corrected what is mentioned on your credit report

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CHARGE ACCOUNT DENIAL

Dear [Contact name],

We regret to inform you that we are unable to open a charge account for you at present due to information obtained from the following consumer reporting agency: [Agency].

We wish to advise you that you have the right under federal law to obtain full disclosure of the nature and substance of all information on you that is contained in the files of the consumer credit reporting agency, with the exception of medical data, upon the presentment of proper identification.

Although we are unable to offer you credit terms, we would be pleased to welcome you as a customer and hope that we will be able to open a charge account for you some time in the future.

Thank you for submitting your application to us.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

ISAAC CHRISTOPHER LUBOGO

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST ON CREDIT INFORMATION

Dear [Contact name],

We are responding to your letter requesting credit information on [Company].

A purchase order from [Company] for [Amount] worth of merchandise listed you as a credit reference.

We would appreciate any information you can provide on the credit history of [Company] with your company. Key facts would include how long the owner, [Name], has had an account with you and whether or not she has any outstanding debts. We will keep any information you send us confidential.

I've enclosed a postage paid envelope for your convenience.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF C.O.D. TERMS

Dear [Contact name],

We are in receipt of your order dated [Date] and your request for credit terms.

While we do want to accept your order, we regret we cannot ship on credit terms at the present time, due to inadequate credit. Accordingly, we propose shipment on C.O.D. terms. We will assume C.O.D. terms are satisfactory to you unless we are notified of the contrary within [NUMBER] days.

Thank you for your understanding and we appreciate your patronage, with the hope we may more favorably consider credit requests in the future.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT LIMIT INCREASE

Dear [Contact name],

Congratulations! Your credit line has been increased to [amount]. Thank you for your business. We have increased your line of credit so you can make more convenient purchases through [company].

We appreciate your business and hope you enjoy this extra purchasing power.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF CREDIT LIMIT

Dear [Contact name],

A review of your account indicates a present balance of [Amount] owed to our firm.

Every account is carefully evaluated to establish a credit limit that we believe is consistent not only with our interests, but the interests of the customer as well. We have established [Amount], as your credit allowance and believe it is appropriate.

Since you are at or near that credit limit, we can ship future orders only on a C.O.D. basis, until your balance is reduced.

We would be pleased to review your account with you if you believe an increased credit line is justified.

We are confident you understand the need for this action.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



OBJECTION MYLORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE TO CORRECT CREDIT

Dear [Contact name],

A review of our credit report discloses the following adverse credit information:

[Specify]

This information is erroneous or incomplete in the following respects:

[Specify]

In accordance with the provisions of the Fair Credit Reporting Act, we request that this letter be made a part of our credit file and thereupon disseminated with any request on us. We further request that this be investigated further with the named creditor and that unless substantiated, then said entry be deleted.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



OBJECTION MYLORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE TO STOP CREDIT CHARGE

Dear [Contact name],

Please be advised that on [Date] the undersigned charged a sum of [Amount] on a transaction with [Company].

We hereby instruct you not to honor said charges or issue payment to the company for the following reasons:

Thank you for your cooperation.

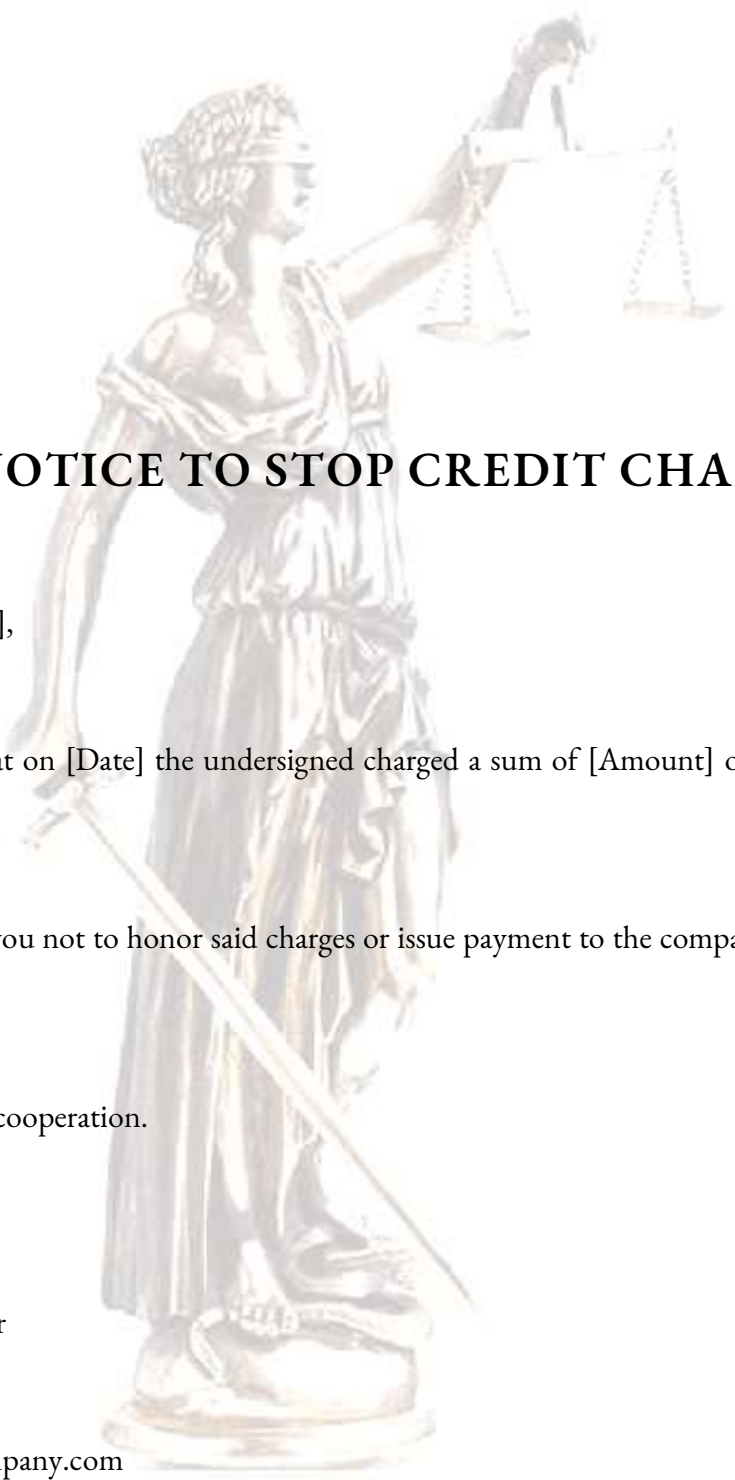
Sincerely,

Your name

Credit Card Number

Telephone contact

youremail@yourcompany.com



ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: OPENING NEW CREDIT ACCOUNT

Dear [Contact name],

Welcome! Your account at [company] has been approved. We are proud to have you as a customer.

[company] is a [number]-year-old company, with [number] locations in [number] states. We supply a complete line of [products] products to our customers, including [SHORT LIST]. As a leader in this industry, we strive to provide the best service possible to our customers. Our goal is to be your most valuable supplier. Customer satisfaction is our number-one priority.

Your approved credit line is [amount], with billing terms of [terms]. Monthly statements are mailed on the first working day each month. A service charge is added to past-due balances that are not paid by [date] of the billing month.

We at [company] welcome the opportunity to serve you and look forward to a long and prosperous relationship.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REFUND FOR RETURNED MERCHANDISE

Dear [Contact name],

Having received the merchandise, you returned to us on [Date] we are enclosing our check to you in the amount of [Amount].

Thank you for taking such care in the packing of the returned merchandise.

We are sorry that circumstances prompted the return of this merchandise, but hope that you will continue to allow us to serve you in the future.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REFUND OF DUPLICATE PAYMENT

Dear [Contact name],

Enclosed is our check in the amount of [Amount] which represents a refund for your inadvertent duplicate remittance for payment of [Purpose].

We are pleased that our bookkeeping department discovered this overpayment so quickly.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MYLORD

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REPLY TO REQUEST ABOUT CREDIT REJECTION

Dear [Contact name],

In response to your request for a statement of our reasons for turning down your recent application for credit, our records reveal that your application was not approved because:

[Describe]

We appreciate your patronage and invite you to shop with us on a cash basis.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST FOR CREDIT INFORMATION

Dear [Contact name],

It was with great pleasure that we received your recent order which was entered for immediate shipment at our regular [NUMBER] day terms.

To enable us to extend the line of credit you may need for future orders; will you send us the usual credit information? We have enclosed a simplified financial statement form for your convenience.

Thank you again for your order. We are looking forward to a long and mutually rewarding business relationship.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DEMAND OF REFUND OF DUPLICATE PAYMENT

Dear [Contact name],

On [Date], this office mailed to you a check in the amount of [Amount] per your [Date] invoice.

After reviewing your file, I realized that this account had been paid in full on [Date]. I am enclosing a photostat of our cancelled check [Number] in the amount of [Amount].

I would appreciate it if you would reimburse this office for the duplicate payment. I apologize for any inconvenience this error has caused.

Thank you for your prompt attention to this matter.

Sincerely,

Your name & Details

ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NEW RESTRICTIONS ON CREDIT

Dear [Contact name],

After [Number] months of prompt payments, we've noticed that your last [Number] bills were [Number] days late. We are concerned about the change in your payment pattern. Rather than cancel your credit line, we have reduced it [%].

If, after [Number] months, you are current with your bills, we will reevaluate an increase in your credit line.

Your business is important to us. We hope we can increase your credit line in the future.

Sincerely,

Your name & Address

OBJECTION MY LORD



ISAAC CHRISTOPHER LUBOGO

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: WITHDRAWAL OF CREDIT ON PAST DUE ACCOUNT

Dear [Contact name],

Your file was just placed on my desk for disposition. It seems that your account is seriously past due. We have valued your business for many years, and can only hope that this lack of payment is only an error or an oversight. If you have mailed your check, thank you. If not, please advise this office if any discrepancy exists. I have reviewed the account, and feel I must advise the management to cancel existing credit lines unless payment is received within [NUMBER] days.

I understand that you have had problems lately, and feel that we have been most accommodating. Accordingly, I will expect your check no later than [Date].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

ADVERTISING AGENCY AGREEMENT

This Advertising Agency Agreement (the "Agreement") is made and effective this [Date],

BETWEEN: [ADVERTISER NAME] (the "Advertiser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AGENCY NAME] (the "Agency"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Agency is in the business of providing advertising agency services for a fee. Advertiser desires to engage Agency to render, and Agency desires to render to Advertiser, certain advertising agency services, all as set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. Engagement

Advertiser engages Agency to render, and Agency agrees to render to Advertiser, certain services in connection with Advertiser's planning, preparing and placing of advertising for certain of Advertiser's products as follows:

- a. Analyze Advertiser's current and proposed products and services and present and potential markets.
- b. Create, prepare and submit to Advertiser for its prior approval advertising ideas and programs.
- c. Prepare and submit to Advertiser for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs.
- d. Design and prepare, or arrange for the design and preparation of, advertisements.
- e. Perform such other services as Advertiser may request from time to time such as, but not limited to, direct mail advertising preparation, speech writing, publicity and public relations work, market research and analysis.
- f. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.

ISAAC CHRISTOPHER LUBOGO

- g. Proof for accuracy and completeness of insertions, displays, broadcasts, or other forms of advertisements.
- h. Audit invoices for space, time, material preparation and charges.

2. Products

Agency's engagement shall relate to the following products and services of Advertiser: [Products]

3. Exclusivity

Agency shall be the [Exclusive or Non-Exclusive] advertising agency in the [Country] for Advertiser with respect to the products described in Section 2 above.

4. Compensation

- a. Agency shall receive an amount equal to [Media Commission Rate] of the gross charges levied by media for advertising placed therewith by Agency pursuant to this Agreement; and [Non-Media Commission Rate] after volume discount, of the charges of suppliers of services or properties, such as finished art, comprehensive layouts, type composition, photostats, engravings, printing, radio and television programs, talent, literary, dramatic and musical works, records and exhibits, purchased by Agency on Advertiser's authorization during the term of this Agreement; provided that:
 - (i) No percentage will be added to Agency charges for packing, shipping, express, postage, telephone, telex, fax, travel expenses and other out of pocket expenses of Agency personnel; and
 - (ii) Agency's commission for outdoor advertising will be the standard rate allowed advertising agencies when such rate is less than [Outdoor Advertising Commission Rate].
- b. For those items where Agency is not compensated on a commission basis, Advertiser shall pay Agency on an hourly basis for services provided hereunder. The rate will be determined by the type of services provided and the person or persons providing such services, but in no event shall the rate exceed [Maximum Hourly Rate] per hour. Advertiser may elect in advance to be charged on this hourly rate basis. If Advertiser fails to notify Agency of its choice, it shall be presumed that Advertiser elected to be charged on an hourly rate basis.
- c. In the event that Agency undertakes, at Advertiser's request subject to Advertiser's prior approval, special projects such as those described in Section 1.F above, Agency shall prepare an estimate of total charges for any such special project, including therein any charges for materials or services purchased from outside sources. In the event that Advertiser elects to proceed with the special project based upon Agency's estimated cost, Agency shall perform the services with respect to such special project at its estimated cost, subject to modification as mutually agreed by the parties.

OBJECTION MY LORD

- d. For any special project or other services provided by Agency pursuant to this Agreement upon which the parties have not agreed as to charges, Advertiser shall pay Agency at its regular hourly rates, not to exceed [Amount] per hour.
- e. Advertiser shall not be obligated to reimburse Agency for any travel or other out-of-pocket expenses incurred in the performance of services pursuant to this Agreement unless expressly agreed by Advertiser in advance.

5. Billing

Agency shall invoice Advertiser for all media costs where possible in advance of Agency's payment date to allow for prepayment by the Advertiser so that Advertiser may receive the benefit of any available prepayment or similar discount. For any media purchase or service for which Agency is not entitled to a commission, Agency shall ensure that the charges to Advertiser are net of all agency commissions and discounts.

- a. Charges for production materials and services shall be billed by Agency upon completion of the production job or, if cash discounts are available, upon receipt of the supplier's invoice.
- b. On all outside purchases other than for media, Agency shall attach to the invoice proof of the supplier's charges.
- c. All cash discounts on Agency's purchases including, but not limited to, media, art, printing and mechanical work, shall be available to Advertiser, provided that Advertiser meets Agency's requisite billing terms and there is no outstanding indebtedness of Advertiser to Agency at the time of the payment to the supplier.
- d. Rate or billing adjustments shall be credited or charged to Advertiser on the next following regular invoice date or as soon as otherwise practical.
- e. Invoices shall be submitted in an itemized format and shall be paid by Advertiser within [NUMBER] days of the invoice date.

6. Competitors

During the term of this Agreement, Agency [May Not] accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of Advertiser with respect to which the Agency is providing any service pursuant to this Agreement.

7. Cost Estimates

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Agency shall not commence work on any project pursuant to this Agreement without first estimating costs for preparation, including copy, service, layout, art, engraving, typography, processing, paste up and production. After determining the estimated cost, completion of the work shall be subject to Advertiser's prior approval.

8. Audit Rights

Agency agrees that following reasonable prior notice any and all contracts, agreements, correspondence, books, accounts and other information relating to Advertiser's business or this Agreement shall be available for inspection by Advertiser and Advertiser's outside accountants, at Advertiser's expense.

9. Ownership and Use

- a. Agency shall insure, to the fullest extent possible under law, that Advertiser shall own any and all right, title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by Agency or at Agency's direction for Advertiser pursuant to this Agreement and utilized by Advertiser.
- b. Upon termination, Advertiser agrees that any advertising, merchandising, package, plan or idea prepared by Agency and submitted to Advertiser (whether submitted separately or in conjunction with or as a part of other material) which Advertiser has elected not to utilize, shall remain the property of Agency, unless Advertiser has paid Agency for its services in preparing such item. Advertiser agrees to return to Agency any copy, artwork, plates or other physical embodiment of such creative work relating to any such idea or plan which may be in Advertiser's possession at termination or expiration of this Agreement.
- c. Materials and advertisements created by Agency pursuant to this Agreement may be used by Advertiser outside [COUNTRY] without additional compensation, provided that Advertiser shall be responsible for any additional expense associated with such use, such as charges for translation and amounts due talent. Agency's obligations in Section 10.A. above shall not apply with respect to any such foreign use.

10. Indemnification and Insurance

- a. Agency shall indemnify and hold Advertiser harmless with respect to any claims, loss, suit, liability or judgment suffered by Advertiser, including reasonable attorney's fees and costs, based upon or related to any item prepared by Agency or at Agency's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except where any such claim arises out of material supplied by Advertiser and incorporated into any materials or advertisement prepared by Agency. Agency agrees to procure and maintain in force during the term of this Agreement, at Agency's expense, an advertising agency liability policy or policies having a minimum limit of

OBJECTION MY LORD

at least [Insurance Policy Amount], naming Advertiser as an additional insured and loss payee under such policy or policies.

- b. Advertiser agrees to indemnify and hold Agency harmless with respect to any claims, loss, liability, damage or judgment suffered by Agency, including reasonable attorney's fees and court costs, which results from the use by Agency of any material furnished by Advertiser or where material created by Agency or at the direction of Agency subject to the indemnification in subsection A. above is materially changed by Advertiser. Information or data obtained by Agency from Advertiser to substantiate claims made in advertising shall be deemed to be "material furnished by Advertiser to Agency".
- c. In the event of any proceeding, litigation or suit against Advertiser by any regulatory agency or in the event of any court action or other proceeding challenging any advertising prepared by Agency, Agency shall assist in the preparation of the defense of such action or proceeding and cooperate with Advertiser and Advertiser's attorneys.

11. Term

The term of this Agreement shall commence on [Start Date] and shall continue in full force and effect until terminated by either party upon at least [NUMBER] days prior written notice, provided that in no event (except breach) may this Agreement be terminated prior to [Earliest End Date]. The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period.

12. Rights Upon Termination

- a. Upon termination of the Agreement, Agency shall transfer, assign and make available to Advertiser all property and materials in Agency's possession or subject to Agency's control that are the property of Advertiser, subject to payment in full of amounts due pursuant to this Agreement
- b. Upon termination, Agency agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

13. Default

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In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within [NUMBER] days of the written notice, then the non-defaulting party may terminate this Agreement.

14. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Advertiser:

[Advertiser]

[Advertiser's Address]

If to Agency:

[Agency]

[Agency's Address]

15. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

16. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

17. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of [State/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Advertising Agency Agreement as of the date first above written.

OBJECTION MYLORD

ADVERTISER

AGENCY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AMENDMENT TO SALES CONTRACT

This Amendment to that certain Sales Contract dated [DATE], (the “Sales Contract”), is made [DATE]

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

WHEREAS, the parties wish to amend certain terms of the Sales Contract; and WHEREAS, certain capitalized terms not otherwise defined herein are defined in the Sales Contract;

THEREFORE, the parties agree as follows:

1. Price Change

Section [Specify] of the Sales Contract is hereby amend to provide that the price for the Products shall, after the date hereof, be the price announced publicly from time to time by Seller, less a 10% discount.

2. Payment

The first sentence of Section [SPECIFY] of the Sales Contract is deleted and replaced by the following sentence: “Payment in full for all Products shall be made by Buyer within 45 days of receipt of the applicable invoice from Seller.”

3. Deletion

Section [SPECIFY] of the contract is hereby deleted and is no longer applicable after the date hereof.

4. Payment

In consideration for the various accommodations made herein, Buyer shall pay to Seller the sum of [AMOUNT] simultaneously upon execution of this Amendment.

5. Entire Agreement

This Amendment, together with the Sales Contract, constitutes the final, complete and exclusive statement of the agreement between the parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the parties.

6. Modification

OBJECTION MY LORD

This Amendment may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, modification or amendment of this Amendment shall be binding unless it is in writing and signed by both parties.

7. Inconsistency

In the event of any conflict between this Amendment and the Sales Contract, the terms of this Amendment shall govern.

8. Sales Contract Continuance

Except with respect to the changes effected by this Amendment, the Sales Contract continues to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on [DATE].

SELLER

BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

BILL OF SALE

This Bill of Sale (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good and valuable consideration, the Seller hereby sells and transfers possession of the following goods in their present condition and location to the Buyer, and its successors and assigns forever, the following described goods

[DETAILED LIST OF GOODS].

Seller warrants and represents that he/she has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description. Seller further warrants that it shall sully defend, protect, indemnify and save harmless the Buyer and its lawful successors and assigns from any and all adverse claim, that may be made by any party against said goods.

The Buyer acknowledges examining the goods and buying them "as and where is" completely at the Buyer's risk and promises not to make any claims against the Seller based upon alleged express or implied representations, warranties or collateral agreements as to the merchantability of the goods or as to their fitness for any particular purpose or as to their safe use.

It is provided, however, that Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being in their present condition "as is" and "where is." IN WITNESS WHEREOF, this Bill of Sale is executed in duplicate under seal on [DATE].

Signed, sealed and delivered to the Buyer in the presence of:

BUYER

Authorized Signature

Print Name and Title

SELLER

Authorized Signature

Print Name and Title

OBJECTION MY LORD

BILL OF SALE – WITH ENCUMBRANCES

This Bill of Sale (the “Agreement”) is made and effective [DATE],

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good and valuable consideration, the Seller hereby sells and transfers possession of the following goods in their present condition and location to the Buyer, and its successors and assigns forever, the following described goods:

[DETAILED LIST OF GOODS].

The Seller warrants that it owns the goods but stipulates that they are being sold subject to the following encumbrance(s) in the following amount(s):

[ENCUMBRANCE DESCRIPTION - ENCUMBRANCE AMOUNT].

The Buyer acknowledges buying the goods subject to the above encumbrance(s) and promises to pay the encumbrance(s) and to indemnify and save the Seller harmless from any claim(s) based on failure to pay off the encumbrance(s).

Executed under seal in duplicate on [DATE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

BUYER

SELLER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

BULK SALE AGREEMENT

This Bulk Sale Agreement (the “Agreement”) is made and effective [DATE],

BETWEEN: [SELLERS NAME] (the “Sellers”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

THEREFORE, the parties agree as follows:

1. AGREEMENT TO SELL

The Sellers shall sell to the Buyer, and the Buyer shall buy from the Sellers, all of that certain stock of goods, wares and merchandise belonging to the Sellers, and now located at [location], together with all furniture and fixtures therein, belonging to the Sellers.

2. COMPANY CLOSED FOR INVENTORY

Upon the execution and delivery of this contract, properly signed and executed, and the payment of the earnest money hereinafter mentioned, the location shall be closed temporarily, and an inventory taken immediately, and delivered to the Buyer, at the invoice cost [AMOUNT], without including transportation charges or expenses, deducting, however, any depreciation on account of damages, wear and tear.

3. INVOICE VALUATION OR ARBITRATION

The goods, wares and merchandise and furniture and fixtures shall be inventoried at [location].

4. TIME TO COMPLETE INVENTORY

OBJECTION MY LORD

Ten days shall be allowed to complete the inventories, upon which date all of the property shall be thereupon delivered by the Sellers to the Buyer.

5. LIQUIDATED DAMAGES

All the stipulations, agreements and conditions contained in this contract are to apply to and to bind the heirs, executors and administrators of the respective parties hereto, and, in case of failure, the parties bind themselves each to the other in the sum of [AMOUNT], as fixed and settled damages to be paid by the failing party.

6. DEPOSIT IN ESCROW TO SECURE COMPLIANCE WITH BULK SALES LAW

The Buyer, in consideration of the premises, shall, upon the execution of this contract, deposit in escrow in the [NAME] Bank, the sum of [AMOUNT] as earnest money to bind the trade, the sum to be returned to the Buyer in case the Sellers fail to make good title to the property, and upon the consummation of the deal and the tender of the Sellers to the Buyer of their certain bill of sale to the property, showing that the Sellers have complied with all the requirements and conditions of the Bulk Sales Law of [jurisdiction] and that they will furnish to Buyer a full and complete list of all creditors of the company, together with the amounts due the creditors, that the creditors shall be immediately paid in full such amounts as may be due them, and that the total amount shown to be due by the Sellers shall be deposited in escrow in [name] Bank, until all creditors of the company shall give a release of their claim against the company, or the individual members thereof, the Buyer shall pay to the Sellers the total amount of the invoice in cash and the payment shall be accepted in full payment for the property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

BUYER

SELLER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: BULK SALES NOTICE

Dear [Contact name],

Please take notice that on [Date], [Seller] shall make a bulk sale or transfer of its goods to [Buyer].

To the knowledge of Buyer, the Seller has not done business under any other name during the past three years. All debts of the Seller shall be paid in full as they fall due as part of this bulk sale.

Creditors are directed to send all bills to:

Name

Address

The sale shall occur ten or more days from the date of receipt of this notice.

Sincerely,

Buyer

CHECKLIST FOR PARTNERSHIP AGREEMENT

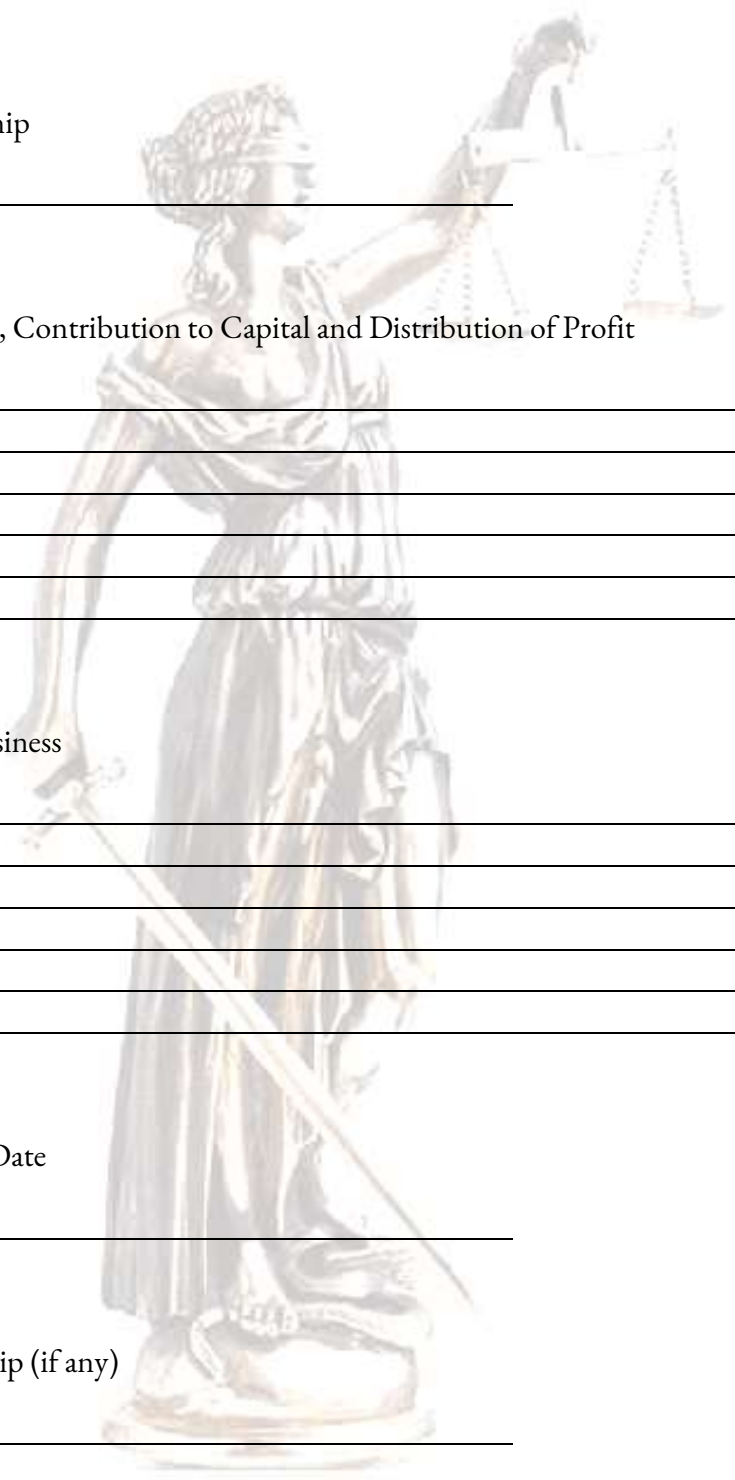
1. Name of Partnership

2. Names of Partners, Contribution to Capital and Distribution of Profit

3. Description of Business

4. Commencement Date

5. Term of Partnership (if any)



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6. Place of Business (if any)

7. Fiscal Year End

8. Accounting/Valuation Principles (seek professional advice)

9. Banking Arrangements

10. Management Duties/Decisions

11. Restrictions on Partners

12. Signing Authority

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13. Drawing Arrangements

14. Retirement/Death Arrangements

15. Non-Competition Clause?

16. Admission/Expulsion of Partners

17. Voluntary Dissolution of Partnership

18. Dispute Arbitration Clause?



COMMITMENT FORM

This Commitment Form (the "Agreement") is made and effective on [DATE],

BETWEEN: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [FIRM NAME] (the "Firm"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, the parties agree to certain terms on services to be performed by the Firm for the Client;

THEREFORE, the parties agree as follows:

1. TERMS

This commitment form is to serve as Client's written authorization for Firm to perform services and/or contract with suppliers for the above-described items or services. Client's signature also indicates understanding of estimates, prices, terms and liability to Firm for said items or services. Alterations or revisions of above specifications involving extra costs will be executed only upon additional written orders.

2. DESCRIPTION OF THE SERVICES

The following services are to be performed by the Firm for the Client for the sum of [AMOUNT]:

[DESCRIBE SERVICES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

FIRM

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

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CONDITIONAL SALE AGREEMENT

This Conditional Sale Agreement (the "Sales Contract"), is made and effective [DATE],

BETWEEN: [SELLER NAME], [FULL ADDRESS] (the "Seller"), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME], [FULL ADDRESS] (the "Buyer"), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

The undersigned Buyer agrees to purchase from Seller the following goods:

[DESCRIBE]

Cash price \$ _____

Sales tax (if any) \$ _____

Finance charge \$ _____

Insurance (if any) \$ _____

Other charges (if any) \$ _____

Total purchase price \$ _____

Less:

Down payment \$ _____

Other credits \$ _____

Total credits \$ _____

Amount financed \$ _____

Annual interest rate _____%

The amount financed is payable in [NUMBER] (weekly/monthly) installments of [AMOUNT] each, commencing one (week/month) from date hereof.

Title to goods is retained by Seller until payment of full purchase price, subject to allocation of payments

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and release of security as required by law. The undersigned agrees to keep the goods safely, free from other liens and at the below address.

The full balance shall become due on default; with the undersigned paying all reasonable attorney fees and costs of collection. Upon default, Seller shall have the right to retake the goods, hold and dispose of them and collect expenses, together with any deficiency due from Buyer; but subject to the Buyer's right to redeem pursuant to law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

SELLER

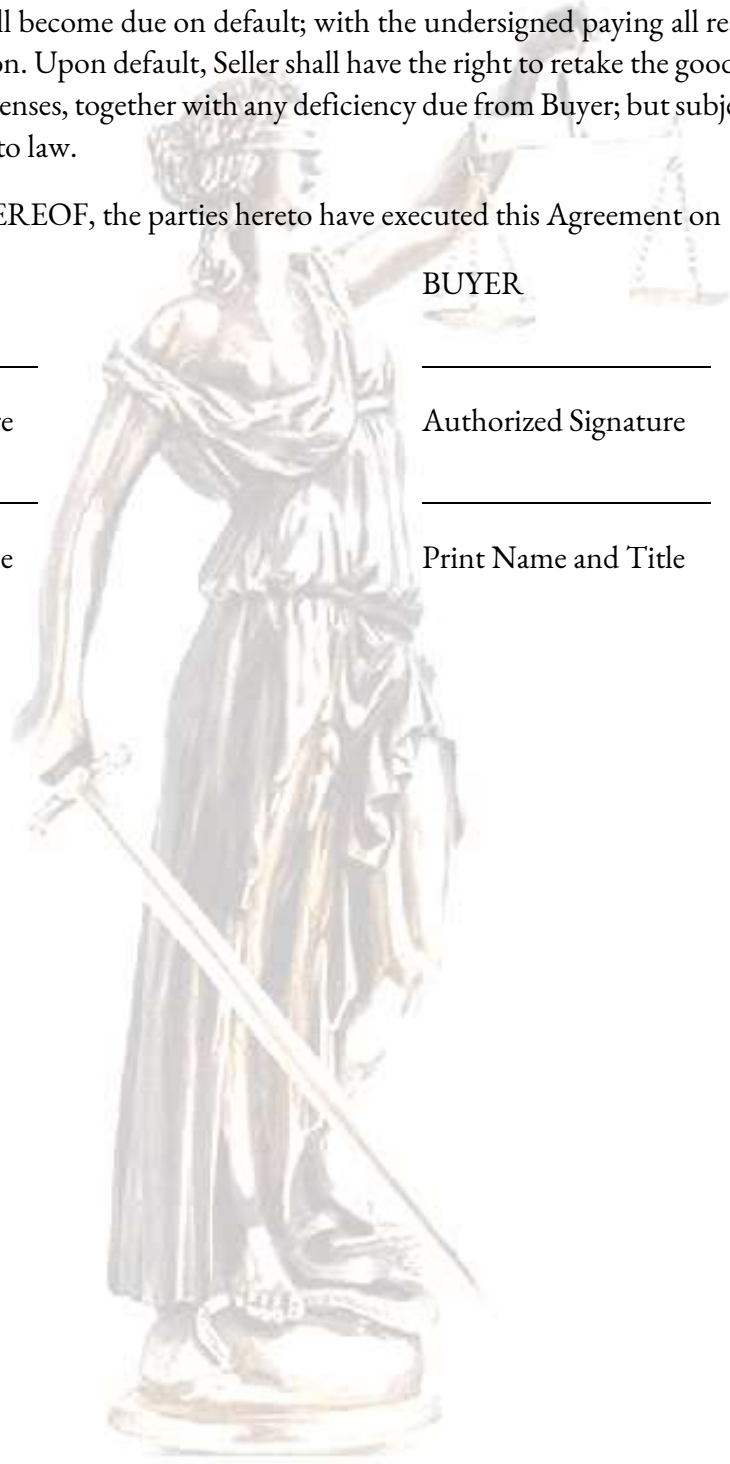
BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CONTRACT FOR THE MANUFACTURE AND SALES OF GOODS

This Sales Agreement (the “Sales Contract”) is made on [DATE],

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

1. DESCRIPTION OF MANUFACTURE AND SALE

Seller agrees to manufacture and sell to buyer the following goods:

[describe goods and set forth specifications] (the “goods”).

2. PAYMENT

Buyer agrees to pay for the goods as follows: [%] down within [NUMBER] days after execution of this agreement; [%] within [NUMBER] days after seller notifies buyer of opportunity to inspect and seller’s intent to make delivery at expiration of [NUMBER] days from notice; and [%] upon delivery. If seller should regard its prospect of receiving the last payment insecure, it may demand payment prior to delivery.

3. DELIVERY SCHEDULE

Seller shall commence to manufacture within [NUMBER] weeks following receipt of buyer’s initial deposit. Subject to the provisions of Section Five, seller will complete such manufacturing and make the goods available for inspection at seller’s plant not later than [DATE]. If buyer’s inspection discloses defects or adjustments, seller shall have a reasonable time to correct such defects and make such adjustments as are necessary. Buyer shall then have an opportunity to make a final pre-shipment inspection. Seller shall within [NUMBER] days of inspection cause the goods to be appropriately packaged and shipped to [address], [city], [state/province], or to such other destination specified by buyer. Seller shall pay all expenses of packaging and preparations for shipment and buyer shall pay all costs of shipment, including insurance on both seller’s and buyer’s respective interests.

4. EXCUSE FOR NONPERFORMANCE

Seller’s obligations under this agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of seller), floods, fires, acts of God, accidents, delays, shortage

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of cars, contingencies of transportation and other causes of like or different character beyond the control of seller. Impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

5. WARRANTIES AND LIMITATIONS

Seller warrants that the goods shall be delivered free of the rightful claim of any third person by way of patent infringement, and if buyer receives notice of any claim of such infringement, it shall, within [NUMBER]days, notify seller of such claim. If buyer fails to forward such notice to seller, it shall be deemed to have released seller from this warranty as to such claim.

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

6. ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of seller as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at [designate place of execution] the day and year first above written.

SELLER

BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CONTRACT FOR THE SALE OF GOODS

This Sales Agreement (the “Agreement”) is made on [DATE], (the “Sales Contract”),

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

1. SALE OF GOODS

Seller shall sell, transfer and deliver to buyer on or before [date], the following personal property:

[description of goods]

2. CONSIDERATION

Buyer shall accept the goods and pay the sum of [Amount] for the goods.

3. IDENTIFICATION OF GOODS

Identification of the goods to this agreement shall not be deemed to have been made until both buyer and seller have specified that the goods in question are to be appropriated to the performance of this agreement.

4. PAYMENT ON RECEIPT

Buyer shall make payment for the goods at the time when, and at the place where, the goods are received by buyer.

OR

INSTALLMENT PAYMENT CLAUSE

Buyer agrees to pay for the [equipment, machinery or the like] in the following manner: the initial payment payable with this order, and the remaining balance in monthly payments together with monthly charge for service, all as stated on the face of this agreement; the billing for monthly payments will commence for each [e.g., machine] when installed ready for buyer’s use, with succeeding payments on the same day of every month until total price shall have been paid in full.

5. RECEIPT CONSTRUED AS DELIVERY

Goods shall be deemed received by buyer when delivered to buyer at [address], [city], [state/province].

6. RISK OF LOSS

The risk of loss from any casualty to the goods, regardless of the cause, shall be on seller until the goods have been accepted by buyer.

7. WARRANTY OF NO ENCUMBRANCES

Seller warrants that the goods are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

8. WARRANTY OF TITLE

Furthermore, seller warrants that at the time of signing this agreement seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of seller in the goods.

9. RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods on arrival and, within [NUMBER] business days after delivery, buyer must give notice to seller of any claim for damages on account of condition, quality or grade of the goods, and buyer must specify the basis of the claim of buyer in detail. The failure of buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer.

The parties have executed this agreement at [designate place of execution] the day and year first above written.

SELLER

BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

DISTRIBUTION AGREEMENT

This Distribution Agreement (the "Agreement"), is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [DISTRIBUTOR NAME] (the "Distributor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS the Company wishes to market the Products described in Schedule A (the "Products") through the Distributor, it is agreed as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Agreement" means this agreement, the Schedules attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement;

"Accessories" means the accessories described in Exhibit A attached hereto, and includes any special devices manufactured by Company and used in connection with the operation of the Goods.

Accessories may be deleted from or added to Exhibit A and their specifications and design may be changed by Company at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective [NUMBER] days following the date notice thereof is sent to Distributor.

"Affiliate means" any company controlled by, controlling, or under common control with Company. Affiliate means any person, corporation or other entity: (i) which owns, now or hereafter, directly or indirectly, twenty-five percent (25%) or more of any class of the voting stock of Company or is, now or hereafter, directly or indirectly, in effective control of Company; or (ii) twenty-five percent (25%) or more of any class of the voting stock of which Company, or a party described in paragraph (i), owns, now or hereafter, directly or indirectly, or of which Company, or a party described in paragraph (i), is, now or hereafter, directly or indirectly, in control.

"Customer" means any person who purchases or leases Products from Distributor.

"Delivery Point" means Company's facilities at [FULL ADDRESS]. Delivery point means Distributor's facilities at [FULL ADDRESS].

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“Exhibit” means an exhibit attached to this agreement.

“Goods” means those items described in Exhibit B. Goods may be deleted from or added to Exhibit B and their specifications and design may be changed by Company at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective [NUMBER] days following the date notice thereof is sent to Distributor.

“Products” means Goods, Accessories, and Spare Parts.

“Spare Parts means”: (i) all parts and components of the Goods; (ii) any special devices used in connection with the maintenance or servicing of the Goods. Company warrants that a complete list of Spare Parts is set forth in Exhibit C. Spare parts may be deleted from or added to Exhibit C and their specifications and design may be changed by Company at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective [NUMBER] days following the date notice thereof is sent to Distributor.

“Specifications” means those specifications set forth in Exhibit D.

“Territory” means the following geographic area or areas: [SPECIFY].

“Trademark” means any trademark, logo, service mark or other commercial designation, whether or not registered, used to represent or describe the Products of Company, as set forth in Exhibit E.

2. APPOINTMENT OF DISTRIBUTOR

1.1 Appointment

Company hereby appoints Distributor as Company's nonexclusive distributor of Products in the Territory, and Distributor accepts that position. It is understood that Company cannot lawfully prevent its distributors located elsewhere from supplying Products for sale or use within the Territory and that it has no obligation to do so.

OR

Company hereby appoints Distributor as Company's exclusive distributor of Products in the Territory, and Distributor accepts that position.

- a. Company, to the extent that it is legally Permitted to do so, (i) shall not appoint any distributor or servicer in the Territory for the Products other than Distributor, (ii) shall not, and shall cause any Affiliate not to, knowingly sell Products to any person other than Distributor or a party designated by Distributor for use or resale within the Territory (except pursuant to any agreement effective at the time this Agreement became applicable to the service so provided), and (iii) shall use its best efforts to prevent any party other than Distributor from seeking customers for the Products in the

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Territory, from establishing any branch related to the distribution of Products in the Territory, or from maintaining any distribution depot with respect to the Products in the Territory.

- b. Company, or any Affiliate, sells any Product which is eventually resold in the Territory (other than a sale to Distributor or a party designated by Distributor) and Company, or that Affiliate, had reason to know at the time of its sale of that Product that such resale was likely to occur, Company shall, immediately after the trigger sale (which shall be the resale of the Product in the territory or the sale immediately preceding the use of the Product in the Territory) is contracted, pay to the Distributor [PERCENT] % of the price of that Product under this Agreement at the time that the trigger sale was contracted, which payment shall represent a recapture of certain advertising and capital expenditures made by Distributor. Nothing contained in this Section shall affect any other right or remedy which Distributor may have pursuant to this Agreement.

2. Referrals

If Company or any Affiliate is contacted by any party inquiring about the purchase of Products in the Territory (other than Distributor or a party designated by Distributor), Company shall, or shall cause that Affiliate to, refer such party to Distributor for handling.

3. Relationship of Parties

- a. Distributor is an independent contractor and is not the legal representative or agent of Company for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to incur, assume or create in writing or otherwise, any warranty over any of Company's employees, all of whom are entirely under the control of Company, who shall be responsible for their acts and omissions.
- b. Distributor shall, at its own expense, during the term of this Agreement and any extension thereof, maintain full insurance under any Workmen's Compensation Laws effective in the state or other applicable jurisdiction covering all persons employed by and working for it in connection with the performance of this Agreement, and upon request shall furnish Company with satisfactory evidence of the maintenance of such insurance.
- c. Distributor accepts exclusive liability for all contributions and payroll taxes required under Federal Social Security Laws and State Unemployment Compensation Laws or other payments under any laws of similar character in any applicable jurisdiction as to all persons employed by and working for it.
- d. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between the parties.

4. Sale of Products by Distributor

Distributor agrees to exercise its best efforts to develop the largest possible market for the Products in the Territory and shall continuously offer, advertise, demonstrate and otherwise promote the sale of Products in the Territory.

- a. The parties have consulted together and now agree that if Distributor's best efforts are used as provided in this Section, a minimum of [SPECIFY] Products ("Annual Market Potential") will be purchased and distributed in the Territory during the first year of this Agreement.
- b. At the beginning of each subsequent year hereunder the parties will consult together in good faith and agree on the Annual Market Potential applicable to that year; provided, however, that if they cannot agree, the Annual Market Potential for the immediately Preceding year will apply to the current year.

5. Competing Products

Distributor agrees that it will not distribute or represent any Products in the Territory which compete with the Products during the term of this Agreement or any extensions thereof.

6. Advertising

Distributor shall be entitled, during the term of the distributorship created by this Agreement and any extension thereof, to advertise and hold itself out as an authorized Distributor of the Products. At all times during the term of the distributorship created by this Agreement and any extension thereof, Distributor shall use the Trademarks in all advertisements and other activities conducted by Distributor to promote the sale of the Products.

- a. Distributor shall submit examples of all proposed advertisements and other promotional materials for the Products to Company for inspection and Distributor shall not use any such advertisements or promotional materials without having received the prior written consent of Company to do so.
- b. Distributor shall not, pursuant to this Agreement or otherwise, have or acquire any right, title or interest in or to Company's Trademarks.

7. New Products

If Company or any Affiliate now or hereafter manufactures or distributes, or proposes to manufacture or

distribute, any product other than the Products, Company shall immediately notify, or cause such Affiliate to notify, Distributor of that fact and of all details concerning that product. Distributor may request from Company distribution rights for that product in the Territory, or any portion thereof, and

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if so requested, Company shall grant, or shall cause the subject Affiliate to grant, such distribution rights to Distributor on

terms and conditions no less favorable than those provided in this Agreement with respect to Products.

If Distributor does not obtain those distribution rights or obtains them only for a portion of the Territory, and Company or an Affiliate later desires to offer those distribution rights for the Territory or any portion thereof to another party, Company shall first, or shall cause such Affiliate to first, make that offer in writing to Distributor on terms and conditions which shall be specified fully in that offer. That offer shall contain a full description of the subject product and its operation.

Distributor may request, and Company shall promptly provide, or shall cause such Affiliate promptly to provide, further information concerning the product or the offer. If Distributor fails to accept such offer, Company or the Affiliate may then offer the product to another party for distribution in the Territory, but may not offer it on terms and conditions more favorable than those offered to Distributor. If Company or the Affiliate desires to make a better offer to another party, Company shall first, or shall cause the affiliate first to, make such better offer to Distributor in accordance with the procedure set forth above.

8. Distributor Sales, Service and Storage Facilities

- a. Distributor shall, at its expense, engage and maintain a sales, service and parts handling organization in the Territory, staffed with such experienced personnel as are necessary to enable distributor to perform its obligations under this Agreement.
- b. Distributor shall, at its expense, maintain facilities and personnel in the Territory that will enable it promptly and satisfactorily to perform, at a reasonable price, all inspection, maintenance and other necessary servicing of Products sold by Distributor. To assist Distributor in the discharge of this service and maintenance function, Company shall provide service and maintenance training, without charge, to any reasonable number of Distributor's personnel as Distributor shall designate.
- c. Distributor shall, at its expense, at all times store and maintain its inventory of Products in accordance with current, applicable instructions issued by Company from time to time.
 - i. Distributor shall, at its expense, deliver one copy of Company's current, applicable operation and maintenance manual to each Customer at the time of sale and, at that time, Distributor shall, at its expense, fully explain and demonstrate to the customer the proper method of operating and maintaining the Products.

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- d. Distributor shall mail to Company, during the term of the distributorship created by this Agreement and any extension thereof, prompt written notice of the address of each location at which products are stored, and the address of each facility established by Distributor to sell and service the Products. Company may, through its designated agent, inspect all such locations and facilities and the operations conducted therein at any time during normal business hours.

9. Training of Distributor

As promptly as practicable after execution of the Agreement, Company shall transmit to Distributor information, materials, manuals and other technical documents necessary to enable Distributor to perform its obligations under this Agreement and, in particular, to carry out the warranty repairs pursuant to ARTICLE 4 of this Agreement. Throughout the term of this Agreement and any extension thereof, Company shall continue to give Distributor such technical assistance as Distributor may reasonably request. Distributor shall reimburse Company for all reasonable out-of-pocket expenses incurred by Company in providing technical assistance.

10. Spare Parts and Accessories

Distributor shall keep in stock an adequate supply of Spare Parts and Accessories for the servicing of Goods. No Spare Parts or Accessories not manufactured by Company shall be used in connection with the Goods unless they have been approved in writing by Company.

11. Confidential Information

Written Technical data, drawings, plans and engineering in technical instructions pertaining to the Products are recognized by Distributor to be secret and confidential and to be the property of Company.

Those items shall at all times and for all purposes be held by Distributor in a confidential capacity and shall not, without the prior written consent of Company, (i) be disclosed by Distributor to any person, firm or corporation, excepting those salaried employees of Distributor who are required to utilize such items in connection with the sale, inspection, repair or servicing of Products during the term of the distributorship created by this Agreement or any extension thereof, or (ii) be disclosed to any person, firm or corporation,

or copied or used by Distributor, its employees or agents at any time following the expiration or termination of the distributorship created by this Agreement or any extension thereof, except where such use is necessary in order to maintain or service Products still covered by the warranty provisions of ARTICLE 4 at the time of such expiration or termination. Company may require as a condition to any disclosure by Distributor pursuant to this Section that any salaried employee to whom disclosure is to be made sign a secrecy agreement, enforceable by Company, containing terms satisfactory to Company.

13. TERMS OF PURCHASE AND SALE OF PRODUCTS

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- a. Distributor shall purchase its requirements for the Products from Company. Such requirements shall include (i) purchasing and maintaining an inventory of Products that is sufficient to enable Distributor to perform its obligations hereunder, and (ii) at least one (1) demonstration model of the Goods and Accessories.
- b. Each order for Products submitted by Distributor to Company shall be subject to the written acceptance of Company, and Company may, in its own discretion, accept or reject any order for Products without obligation or liability to Distributor by reason of its rejection of any such request.
- c. Company shall supply to Distributor sufficient Products to enable Distributor to meet the full demand for Products in the Territory.
- d. All orders for Products transmitted by Distributor to Company shall be deemed to be accepted by Company at the time such orders are received by Company to the extent that they are in compliance with the terms of this Agreement and Company shall perform in accordance with all accepted orders. Company shall confirm its receipt and acceptance of each order written [NUMBER] days of receipt of the order.
- e. Purchases for Resale only. All Products purchased by Distributor shall be purchased solely for commercial resale or lease, excepting those Products reasonably required by Distributor for advertising and demonstration purposes.

14. Order Procedure

- a. Each order for Products issued by Distributor to Company under this Agreement shall identify that it is an order and shall further set forth the delivery date or dates and the description and quantity of Products which are to be delivered on each of such dates. An order for Products shall not provide a delivery date less than [NUMBER] days after the date that order is delivered to Company.
- b. The individual contracts for the sale of Products formed by Distributor's submission of orders to Company pursuant to the terms and conditions hereof shall automatically incorporate, to the extent applicable, the terms and conditions hereof, shall be subject only to those terms and conditions (together with all terms in orders which are contemplated by this Agreement) and shall not be subject to any conflicting or additional terms included in any documents exchanged in connection therewith.

15. Cancellation of Orders

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All cancellation of orders by Distributor shall be in writing, or if not initially in writing, shall be confirmed in writing. If Distributor cancels an order, which has been accepted by Company, Distributor shall reimburse Company for any cost incident to such order incurred by Company prior to the time it was informed of the cancellation.

16. Purchase Price

The prices for Goods, and any discounts applicable thereto, are set forth in Exhibit B. The prices for Accessories, together with any discounts applicable thereto, are set forth in Exhibit A. The prices for Spare Parts, together with any discounts applicable thereto, are set forth in Exhibit C. All prices are F.O.B. the Delivery Point. If the price for any Product is not set forth on Exhibit A, B or C and Distributor nevertheless orders such a Product from Company, the parties hereby evidence their intention thereby to conclude a contract for the sale of that Product at a reasonable price to be determined by the Parties mutually negotiating in good faith.

17. Price Changes

Company reserves the right, in its sole discretion, to change prices or discounts applicable to the Products. Company shall give written notice to Distributor of any price change at least [NUMBER] days prior to the effective date thereof. The price in effect as of the date of Distributor's receipt of notice of such price change shall remain applicable to all orders received by Company prior to that effective date.

18. Packing

Company shall, at its expense, pack all Products in accordance with Company's standard packing procedure, which shall be suitable to permit shipment of the Products to the Territory; provided, however, that if Distributor requests a modification of those procedures, Company shall make the requested modification and Distributor shall bear any reasonable expenses incurred by Company in complying with such modified procedures which are in excess of the expenses which Company would have incurred in following its standard procedures.

19. Delivery: Title and Risk of Loss

All deliveries of Products sold by Company to Distributor pursuant to this Agreement shall be made F.O.B. the Delivery Point, and title to and risk of loss of Products shall pass from Company to Distributor at the Delivery Point. Distributor shall be responsible for arranging all transportation of Products, but if requested by Distributor, Company shall, at Distributor's expense, assist Distributor in making such arrangements. Distributor shall also procure insurance for the transportation of the Products, and such insurance shall be of a kind and on terms current at the port of shipment. In the event that Company is requested to assist Distributor in arranging for transportation, Distributor shall reimburse Company

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for all costs applicable to the Products following their delivery to Distributor, including, without limitation, insurance, transportation, loading and unloading, handling and storage. Distributor shall pay all charges, including customs duty and sales tax, incurred with respect to the Products following their Delivery to the carrier or forwarder.

20. Inspection and Acceptance

Promptly upon the receipt of a shipment of Products, Distributor shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within [NUMBER] days of receipt of the shipment, Distributor shall notify Company in writing of any shortages, defects or damage which Distributor claims existed at the time of delivery. Within [NUMBER] days after the receipt of such notice, Company will investigate the claim of shortages, defects or damage, inform Distributor of its findings, and deliver to Distributor Products to replace any which Company determines, in

its sole discretion, were in short supply, defective or damaged at the time of delivery.

21. Payment

Upon delivery and acceptance of Products, Company may submit to Distributor Company's invoice for those Products. Distributor shall pay each such proper invoice within [NUMBER] days after Distributor's receipt of that invoice. Payment shall be made in [CURRENCY] to a bank account to be notified in writing by Company to Distributor.

22. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

23. ARBITRATION

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration to be held in the [CITY, STATE], in accordance with the law in this jurisdiction, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

24. SECRECY

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Distributor agrees not to disclose or use, except as required in Distributor's duties, at any time, any information disclosed to or acquired by Distributor during the term of this contract. Distributor agrees that all confidential information shall be deemed to be and shall be treated as a sole and exclusive property of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement on [DATE].

PRINCIPAL

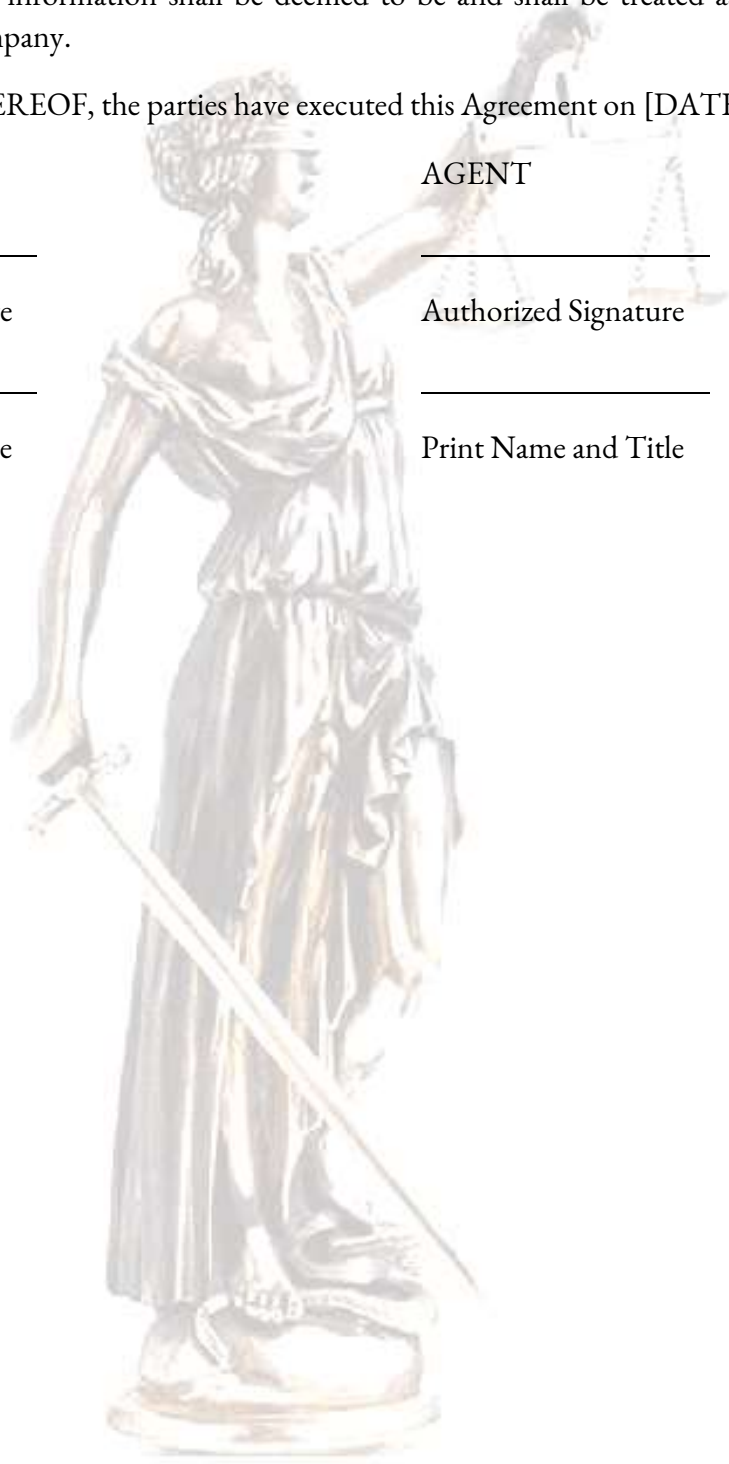
AGENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: LETTER OF UNDERSTANDING REGARDING TERMS OF PROPOSED CONTRACT

Dear [Contact name],

This will confirm that which we discussed during our telephone conversation earlier today.

It is agreed that your firm, [Name of firm], will provide [Specify] for the [Name of project] while we will provide [Specify], to your specifications, and all funds necessary, up to [amount] to complete the [Intent].

If this meets with your understanding of our conversation, please sign a copy of this letter and return it to my office. Upon our receipt of this verified letter, we will forward same to our attorneys for final contract drafting and revisions.

It was a pleasure speaking with you, and I hope to join you soon for a toast to our mutual success in the [Project].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [FIRST PARTNER NAME] (the "First Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTNER NAME] (the "Second Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. Partners desire to join together for the pursuit of common business goals.
- B. Partners have considered various forms of joint business enterprises for their business activities.
- C. Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.
- D. The parties hereto agree to form a limited partnership (the "Partnership") under [LAW, CODE OR ACT].

In consideration of the mutual promises contained in this agreement, partners agree as follows:

1. NAME AND DOMICILE

The name of the partnership shall be [name]. The principal place of business shall be at [address], [city], [state/province], unless relocated by consent of the partners.

2. Purposes

Subject to the limitations set forth in this Agreement, the purposes of the Partnership are to engage in the business of [DESCRIBE ACTIVITIES]; and to conduct other activities as may be necessary or incidental to or desirable in connection with the foregoing.

3. DURATION OF AGREEMENT

The term of this agreement shall be for [number] years, commencing on [date], and terminating on [date], unless sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement.

4. CLASSIFICATION AND PERFORMANCE BY PARTNERS

- a. Partners shall be classified as active partners, advisory partners, or estate partners.

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- b. An active partner may voluntarily become an advisory partner, may be required to become one irrespective of age, and shall automatically become one after attaining the age of [age] years, and in each case shall continue as such for [number] years unless the partner sooner withdraws or dies.
- c. If an active partner dies, the partner's estate will become an estate partner for [number] years. If an advisory partner dies within [Number] years of having become an advisory partner, the partner will become an estate partner for the balance of the [number]-year period.
- d. Only active partners shall have any vote in any partnership matter.
- e. At the time of the taking effect of this partnership agreement, all the partners shall be active partners except [name] and [name], who shall be advisory partners.
- f. An active partner, after attaining the age of [age] years, or prior to that age if the [executive committee or as the case may be] with the approval of [two-thirds or as the case may be] of all the other active partners determines that the reason for the change in status is bad health, may become an advisory partner at the end of any calendar month on giving [number] calendar months' prior notice in writing of the partner's intention to do so. The notice shall be deemed to be sufficient if sent by registered mail addressed to the partnership at its principal office at [address], [city], [state/province] not less than [number] calendar months prior to the date when the change is to become effective.
- g. Any active partner may at any age be required to become an advisory partner at any time if the [executive committee or as the case may be] with the approval of [two-thirds or as the case may be] of the other active partners shall decide that the change is for any reason in the best interests of the partnership, provided notice of the decision shall be given in writing to the partner. The notice shall be signed by the [chairman or as the case may be] of the [executive committee or as the case may be] or, in the event of his or her being unable to sign at the time, by another member of the [executive committee or as the case may be]. The notice shall be served personally on the partner required to change his or her status, or mailed by registered mail to the partner's last known address. Change of the partner's status shall become effective as of the date specified in the notice.
- h. Every active partner shall automatically and without further act become an advisory partner at the end of the fiscal year in which the partner's birthday occurs.
- i. In the event that an active partner becomes an advisory partner or dies, the partner or the partner's estate shall be entitled to the following payments at the following times:

[describe]

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Each active partner shall apply all of the partner's experience, training, and ability in discharging the partner's assigned functions in the partnership and in the performance of all work that may be necessary or advantageous to further the business interests of the partnership.

5. CONTRIBUTION

Each partner shall contribute [amount] on or before [date] to be used by the partnership to establish its capital position. Any additional contribution required of partners shall only be determined and established in accordance with Article Nineteen.

6. MANAGEMENT OF THE PARTNERSHIP

The Partnership shall be managed by [SPECIFY]. Subject to the limitations specifically contained in this Agreement, [PARTY MANAGING THE PARTNERSHIP] shall have the full, exclusive and absolute right, power and authority to manage and control the Partnership and the property, assets and business thereof. [PARTY MANAGING THE PARTNERSHIP] shall have all of the rights, powers and authority conferred by law or under other provisions of this Agreement. Without limiting the generality of the foregoing, such powers include the right on behalf of the Partnership, in [PARTY MANAGING THE PARTNERSHIP]' sole discretion, to:

- a. Acquire, purchase, renovate, improve, and own any property or assets necessary or appropriate or in the best interests of the business of the Partnership, and to acquire options for the purchase of any such property;
- b. Borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any indebtedness or obligation of the Partnership, and secure such indebtedness by mortgage, deed of trust, pledge or other lien on Partnership assets;
- c. Sue on, defend or compromise any and all claims or liabilities in favor of or against the Partnership and to submit any or all such claims or liabilities to arbitration;
- d. File applications, communicate and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Partnership's assets or any part thereof or any other aspect of the Partnership business;
- e. Retain services of any kind or nature in connection with the Partnership business, and to pay therefore such remuneration deem reasonable and proper; and Perform any and all other acts deem necessary or appropriate to the Partnership business.

7. DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

The Partnership shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

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- a. On a date designated by the Partners and approved by Vote of Partners;
- b. The sale or other disposition of all of the Partnership's assets and the receipt in cash of the proceeds thereof;
- c. One of the Partners committed an illegal or unapproved action;
- d. [OTHER]

8. BUSINESS EXPENSES

The rent of the buildings where the partnership business shall be carried on, and the cost of repairs and alterations, all rates, taxes, payments for insurance, and other expenses in respect to the buildings used by the partnership, and the wages for all persons employed by the partnership are all to become payable on the account of the partnership. All losses incurred shall be paid out of the capital of the partnership or the profits arising from the partnership business, or, if both shall be deficient, by the partners on a pro rata basis, in proportion to their original contributions, as provided in Article Nineteen.

9. MEETINGS

6.1 Place of Meetings

Meetings of the Partners may be held at any place within or without [STATE/PROVINCE] as determined by the Partners but will generally be held at [LOCATION] .

6.2 Notices

Whenever Partners are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than [NUMBER] days, nor more than [NUMBER] days before the date of the meeting to each Partner entitled to vote at the meeting. The notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted.

10. AUTHORITY

No partner shall buy any goods or articles or enter into any contract exceeding the value of [amount] without the prior consent in writing of the other partners. If any partner exceeds this authority, the other partners shall have the option to take the goods or accept the contract on account of the partnership or to let the goods remain the sole property of the partner who shall have obligated himself or herself.

11. SEPARATE DEBTS

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No partner shall enter into any bond, or become surety or cosigner, or provide security for any person, partnership, or corporation, or knowingly condone anything by which the partnership property may be attached or taken in execution, without the prior written consent of the other partners.

Each partner shall punctually pay the partner's separate debts and indemnify the other partners and the capital and property of the partnership against the partner's separate debts and all expenses relating to such separate debts.

12. BOOKS AND RECORDS

Books of account shall be maintained by the partners, and proper entries made in the books of all sales, purchases, receipts, payments, transactions, and property of the partnership. The books of account and all records of the partnership shall be retained at the principal place of business as specified in Article One. Each partner shall have free access at all times to all books and records maintained relative to the partnership business.

13. ACCOUNTING

The fiscal year of the partnership shall be from [month and day] to [month and day] of each year. On the [day] of [month], commencing in [year], and on the [day] of [month] in each succeeding year, a general accounting shall be made and taken by the partners of all sales, purchases, receipts, payments, and transactions of the partnership during the preceding fiscal year, and of all the capital property and current liabilities of the partnership. The general accounting shall be written in the partnership account books and signed in each book by each partner immediately after it is completed. After the signature of each partner is entered, each partner shall keep one of the books and shall be bound by every account, except that if any manifest error is found in an account book by any partner and shown to the other partners within [number] months after the error shall have been noted by all of them, the error shall be rectified.

14. DIVISION OF PROFITS AND LOSSES

Each partner shall be entitled to [%] of the net profits of the business, and all losses occurring in the course of the business shall be borne in the same proportion, unless the losses are occasioned by the willful neglect or default, and not the mere mistake or error, of any of the partners, in which case the loss so incurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of profits shall be made on the [day] of [month] each year.

15. ADVANCE DRAWS

Each partner shall be at liberty to draw out of the business in anticipation of the expected profits any sums that may be mutually agreed on, and the sums are to be drawn only after there has been entered in the books of the partnership the terms of agreement, giving the date, the amount to be drawn by the respective partners, the time at which the sums shall be drawn, and any other conditions or matters

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mutually agreed on. The signatures of each partner shall be affixed on the books of the partnership. The total sum of the advanced draw for each partner shall be deducted from the sum that partner is entitled to under the distribution of profits as provided for in Article Ten.

16. SALARY

No partner shall receive any salary from the partnership, and the only compensation to be paid shall be as provided in Articles Ten and Eleven.

17. RETIREMENT

In the event any partner shall desire to retire from the partnership, the partner shall give [number] months' notice in writing to the other partners. The continuing partners shall pay to the retiring partner at the termination of the [number] months' notice the value of the interest of the retiring partner in the partnership. The value shall be determined by a closing of the books and a rendition of the appropriate profit and loss, trial balance, and balance sheet statements. All disputes arising from such determination shall be resolved as provided in Article Twenty.

18. RIGHTS OF CONTINUING PARTNERS

On the retirement of any partner, the continuing partners shall be at liberty, if they so desire, to retain all trade names designating the firm name used. Each of the partners shall sign and execute any assignments, instruments, or papers that shall be reasonably required for effectuating an amicable retirement.

19. DEATH OF PARTNER

In the event of the death of one partner, the legal representative of the deceased partner shall remain as a partner in the firm, except that the exercise of this right on the part of the representative of the deceased partner shall not continue for a period in excess of [number] months, even though under the terms of this agreement a greater period of time is provided before the termination of this agreement. The original rights of the partners shall accrue to their heirs, executors, or assigns.

20. EMPLOYEE MANAGEMENT

No partner shall hire or dismiss any person in the employment of the partnership without the consent of the other partners, except in cases of gross misconduct by the employee.

21. RELEASE OF DEBTS

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No partner shall compound, release, or discharge any debt that shall be due or owing to the partnership, without receiving the full amount of the debt, unless that partner obtains the prior written consent of the other partners to the discharge of the indebtedness.

22. COVENANT AGAINST REVEALING TRADE SECRETS

No partner shall, during the continuance of the partnership or for [number] years after its termination by any means, divulge to any person not a member of the firm any trade secret or special information employed in or conducive to the partnership business and which may come to the partner's knowledge in the course of this partnership, without the consent in writing of the other partners, or of the other partners' heirs, administrators, or assigns.

23. ADDITIONAL CONTRIBUTIONS

The partners shall not have to contribute any additional capital to the partnership to that required under Article Four, except as follows: (1) each partner shall be required to contribute a proportionate share in additional contributions if the fiscal year closes with an insufficiency in the capital account or profits of the partnership to meet current expenses; or (2) the capital account falls below [amount] for a period of [number] months.

24. ARBITRATION

If any differences shall arise between or among the partners as to their rights or liabilities under this agreement, or under any instrument made in furtherance of the partnership business, the difference shall be determined and the instrument shall be settled by [name of arbitrator], acting as arbitrator, and the decision shall be final as to the contents and interpretations of the instrument and as to the proper mode of carrying the provision into effect.

25. ADDITIONS, ALTERATIONS, OR MODIFICATIONS

Where it shall appear to the partners that this agreement, or any terms and conditions contained in this agreement, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

26. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at addresses already specified in this Agreement.

27. Headings

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Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

28. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of UGANDA

29. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

IN WITNESS WHEREOF, the parties have executed this Partnership Agreement at [designate place of execution] the day and year first above written.

FIRST PARTNER

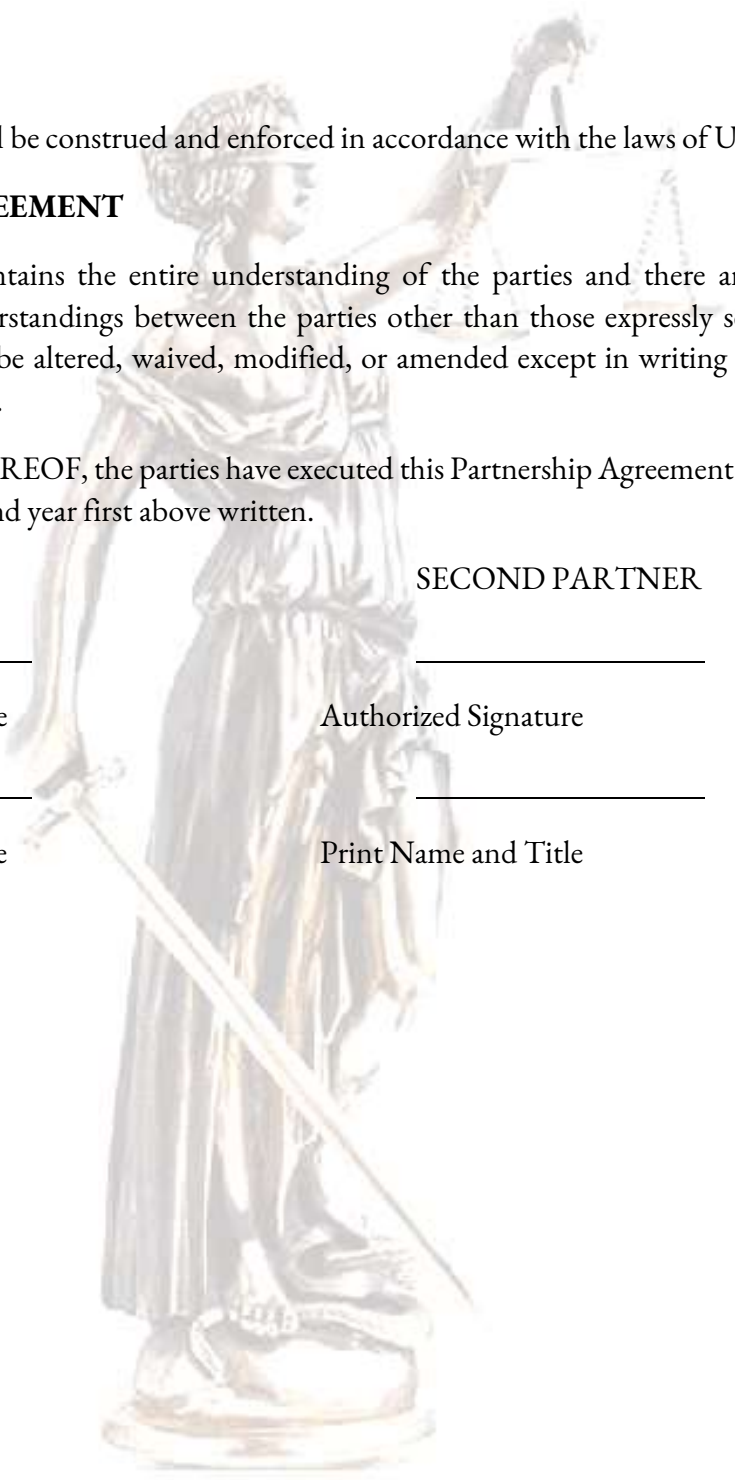
SECOND PARTNER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



PARTNERSHIP DISSOLUTION AGREEMENT

This Partnership Dissolution Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [SELLING PARTNER NAME] (the "Selling Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASING PARTNER NAME] (the "Purchasing Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. The parties are partners in the firm of [name], of [address], [city], [state], established for the purpose of [specify], under an agreement dated [date].
- B. Pursuant to the terms of the partnership agreement, a buy or sell notice was given by Selling Partner to Purchasing Partner.
- C. The Purchasing Partner has exercised its option to purchase the interest of Selling Partner in and to the partnership business.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. SALE OF INTEREST; PURCHASE PRICE

Selling Partner shall sell its [%] interest in the partnership business, including its [%] interest in all of the furniture, equipment, and furnishings of the business, stock of merchandise, accounts receivable, moneys, and all of [Selling Partner name's] right, title, and interest in and to any and all of the assets of the partnership, to Purchasing Partner for [amount], to be paid in [number] equal monthly installments, due on the [specify] day of each month, commencing on [date].

2. ASSUMPTION OF OBLIGATIONS

The Purchasing Partner shall and do assume and agrees to pay all of the outstanding debts and obligations of the partnership business and to perform all of the covenants of the leases on the premises, and to perform all of the outstanding contracts and agreements required to be performed by the partnership and agrees to save and hold harmless Selling Partner against any claim or claims that may arise by reason of such debts, obligations, or covenants, or any other claims except those specifically mentioned in this agreement.

3. INDEMNIFICATION

The Selling Partner warrants and represents that it has incurred no debts, nor contracted any obligations, nor incurred any liability in the name of the partnership or for which the partnership would

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be liable, other than those debts, obligations, or liabilities as are disclosed in the partnership books of which Selling Partner has advised the Purchasing Partner. The Selling Partner agrees to indemnify and save and hold harmless the Purchasing Partner on account of any claims that may be made against the partnership because of any debt, obligation, or liability which the Selling Partner incurred in the partnership name or for which the partnership became liable on account of any of [Selling Partner name's] actions and of which Selling Partner failed to inform the Purchasing Partner.

4. TAX RETURNS AND PAYMENTS

The Purchasing Partner agrees to prepare federal and state partnership income tax returns for the partnership business from [date] to [date], and to supply Selling Partner with copies. Each of the parties shall pay their individual income taxes, both federal and state, on the income received from such partnership business.

5. ASSUMPTION OF TAX OBLIGATIONS

The general taxes and all other tax obligations shall be considered an obligation of the partnership and are now assumed by the Purchasing Partner.

6. DISSOLUTION

The partnership existing between the parties under the name of [Partnership name] is dissolved and this agreement constitutes a full and complete accounting and liquidation of the partnership business. Except as otherwise reserved in this agreement, Selling Partner acknowledges that it has no claim or demand of any kind or nature against Purchasing Partner. Also, except as otherwise reserved in this agreement, Purchasing Partner acknowledges that it has no claim or demand of any kind against Selling Partner.

7. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of [State/province of Governing Law].

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Dissolution Agreement as of the date first above written.

SELLING PARTNER

PURCHASING PARTNER

Authorized Signature

Authorized Signature

ISAAC CHRISTOPHER LUBOGO

Print Name and Title

Print Name and Title



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SALES AGENCY AGREEMENT

This Sales Agency Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [PRINCIPAL NAME] (the "Principal"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AGENT NAME] (the "Agent"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. RECITALS

- a. Principal is a manufacturer of [product] and desires to appoint Agent as general sales Agent for the sale of Principal's product [if appropriate, add: and other regular-line products and accessories of Principal] in the following territory: [describe territory].
- b. Agent desires to accept such appointment and to perform all the provisions of this agreement.

2. DURATION

The term of the agency created shall be [period of time], beginning [date], unless sooner terminated.

3. AGENT'S BEST EFFORTS

Agent agrees to devote Agent's whole time and best efforts to the business of Principal in the described territory under the direction of Principal's officers or representatives, and to conform to the best of Agent's ability with the rules, regulations and instructions of Principal now in force or that may be adopted and mailed to Agent's address. Agent shall employ salespersons to assist Agent, on such terms and conditions as Principal may require, as set forth in this agreement.

4. NONDISCLOSURE OF PRINCIPAL'S AFFAIRS

Agent agrees to keep confidential such information as Principal may from time to time impart to Agent regarding Principal's business affairs and customers. Agent will not, in whole or in part, now or at any time, disclose such information.

5. ASSIGNMENT OF AGENT'S INVENTIONS

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Agent agrees, in view of the confidential information regarding Principal's business affairs, plans and necessities, that Agent will be in a position to obtain from time to time, and in partial consideration of the commissions agreed to be paid to Agent under this agreement, that Agent, on demand, will assign to Principal, or Principal's successors or assigns, any inventions or improvements Agent may make during the agency with Principal that relate to Principal's product. Agent also will sign any papers and do any acts that may be needed to secure to Principal, or Principal's successors or assigns, any rights relating to such inventions and improvements, including patents in [COUNTRY] and foreign countries.

6. COMMISSIONS

- a. Agent, during the term of the agreement, shall receive a commission from the sale of Principal's product [if appropriate, add: and other regular-line products and accessories] sold for use in Agent's territory, whether sold by Agent or by Principal, or others, except as provided in this agreement.
- b. Agent's commission on sales made pursuant to this agreement shall be as follows: [DESCRIBE].

7. SALES SUBJECT TO COMMISSIONS

This agreement shall apply to business procured at the time of visits to Agent's territory by Principal's superintendent, and also to all business subsequently procured either by Agent, Principal's superintendent or other representative of Principal, from customers previously worked within [NUMBER] months from the date of the latest visit of Principal's superintendent or other representative.

8. WHEN COMMISSIONS ARE PAID

- a. Any commission to be received under this agreement shall not be credited to Agent's account on Principal's books until the purchaser has made settlement in full with Principal, either by cash or acceptable notes [SPECIFY] [if appropriate, add: and has delivered to Principal or an authorized Agent of Principal any returnable products]. If settlement is made wholly or in part by purchaser's notes, Principal may withhold payment of the commission in whole or in part until the notes are paid.
- b. Agent's account may be charged with the amount of any commission previously paid to Agent or credited to Agent's account for the unpaid part of the purchase price of [product], or the unpaid part of any note given in payment.
- c. When Principal repossesses a product, Agent shall receive commission only on the amount of money paid by purchaser prior to repossession.

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9. COMMISSIONS ON TRADE-INS

Principal shall have the right to fix the amount to be allowed for products taken in exchange, and a commission will not be paid on the amount so allowed.

10. SALES THROUGH OTHER SALES CHANNELS

Agent waives any claim to a commission on any sales made in Agent's territory other than through Principal's offices or regular sales agencies when, in the opinion of Principal, the general conditions of the business in any part of the [COUNTRY] necessitate the sale of Principal's product through other sales channels.

11. SALES IN OR FROM OTHER TERRITORIES

- a. Agent agrees not to enter the territory of any other Sales Agent of Principal for the purpose of selling Principal's product, or to endeavor, directly or indirectly, to make sales of Principal's product for use outside of Agent's territory. Should a purchaser call on Agent voluntarily and purchase Principal's product for use outside of Agent's territory, Agent shall receive commissions as follows: [DESCRIBE].
- b. Agent further agrees that, when any other authorized sales Agent of Principal sells Principal's product for use in Agent's territory, Agent's account shall be credited with the regular commission, less the commission paid Agent making the sale.

12. DISPUTES ON COMMISSIONS

Principal shall have the right to determine, in any dispute arising between Agent and any other sales Agent of Principal, the right to commission on any sale, and Agent shall abide by and be bound by Principal's decision.

13. LIMITATION ON COMMISSION CLAIMS

Agent waives all claim for commission on sales of Principal's product, whether made by Agent or others, and all other claims of any nature whatever, if the claim is not made within [MONTHS] from the date of termination of this agreement.

14. AGENT NOT TO SHARE COMMISSION

Under no circumstances, without permission of Principal, may Agent give any part of Agent's commission to any assistant, local Agent or other person to assist Agent in making a sale.

15. CONTENTS OF ORDERS

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- a. All orders for Principal's product shall be taken on printed forms furnished by Principal, and all such orders shall be sent to Principal immediately after being signed by purchasers. The orders shall contain all conditions and agreements of every nature whatsoever between the parties to the sale, it being agreed that Principal shall not be responsible for promises or conditions not specified on the orders. Principal's product shall not be sold for more or less than the list price established by Principal.
- b. If Principal is compelled to make any concessions to customers or incur any expense by reason of a violation of these requirements, the amount of the expense may be charged to Agent's account.

16. ACCEPTANCE OF ORDERS BY PRINCIPAL

Orders taken by Agent shall not be binding until accepted by Principal. Principal reserves the right to reject any order when, in the judgment of Principal, the product ordered may not be suitable to the business of the customer.

17. AGENT NOT TO COMPETE

Agent, having agreed to devote Agent's whole time to Principal's business, shall not purchase or deal in [product] on Agent's own account in any way during the continuance of this agreement. Agent will not engage, directly or indirectly, either for Agent or as employee of any other party, in manufacturing, buying, selling or dealing in [product], in the territory described, for a period of [period of time], after the termination of the agency created by this agreement, without the written consent of Principal.

18. REPAIRS AND MAINTENANCE OF PRODUCT

Agent shall promptly and properly make necessary repairs on Principal's product in Agent's territory if such repairs can be made by Agent, and to cooperate with and aid Principal in making all other such repairs in Agent's territory, in such manner as Principal may direct.

19. COMPROMISE AND COLLECTION OF ACCOUNTS

A. Principal shall have full control of and discretion as to the collection, adjustment or compromise of any or all accounts for Principal's products sold by Agent. If Principal requests Agent to make any collection, or to obtain possession of Principal's product or other property, whether the request relates to a sale made by Agent or any Agent that preceded Agent in the territory, Agent shall do so promptly.

B. Principal shall determine whether to take a lien on Principal's product sold by Agent. Principal shall not be liable to Agent for any loss of commission or other claim, by reason of failure to take such lien, or by reason of any compromise or adjustment of any account or accounts or notes for products sold by Agent, or any failure for any reason to collect any part of the account or notes.

20. REMITTALS BY AGENT

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Agent agrees to remit [daily/weekly] to Principal, in the manner prescribed by [the treasurer], of Principal or to deposit [daily/weekly] in a bank or other financial institution designated by Principal's [treasurer], all money, checks and drafts received by Agent for Principal, including any received for repair parts and supplies sold. In no event will Agent use any money collected for Principal to defray the expenses of the agency, or for any other purpose, or deposit the funds in any bank or other financial institution to Agent's own credit.

21. AGENT'S EXPENSES

All expenses for traveling, entertainment, office, clerical, office and equipment maintenance, and general selling expenses that may be incurred by Agent in connection with this agreement will be borne wholly by Agent. In no case shall Principal be responsible or liable for such expenses.

22. ACCOUNTING ON TERMINATION

- a. Agent authorizes Principal, on termination of the agency created by this agreement, to pay any outstanding indebtedness, including amounts due Agent and Agent's employees incurred in the management of the agency, and to charge the amount to Agent's account. Principal shall not be bound to pay any such indebtedness, unless Principal shall elect to do so. Payment of part of Agent's indebtedness by Principal shall not raise any obligation on Principal's part to pay the whole of the indebtedness. An assignment of Agent's account, or any part of it, shall not be binding on Principal unless accepted in writing by Principal's [treasurer].
- b. On termination of this agreement, Principal shall proceed in the customary manner to collect notes and open accounts for purchases of Principal's product sold by Agent and shall charge against Agent's account the commission previously credited on such amounts of notes and accounts as are uncollected. Principal also shall charge Agent's account with Agent's proportion of any collection expense. This provision shall continue in force until a final account can be stated; no money shall be due Agent under this agreement after its termination until the final account can be stated.

23. OBJECTIONS TO ACCOUNTING; LIMITATIONS

Agent agrees that all objections to statements of account rendered by Principal are waived, unless written notice is given by Agent and unless such notice reaches Principal within [NUMBER] days after rendition of the statement by Principal.

24. SURETY BOND OF AGENT

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Agent agrees to furnish Principal with a fidelity bond of [AMOUNT], to be issued by a responsible surety company and conditioned on the faithful performance of Agent's duties in the agency created by this agreement. All premiums on such bond shall be paid by Agent.

25. EXAMINATION OF AGENT'S ACCOUNTS

Agent agrees that officers or authorized representatives of Principal shall have, on demand, access to and the right to examine and make copies of all books of accounts, vouchers and papers of Agent, in order to ascertain whether the business of Agent is being conducted in a manner satisfactory to Principal.

26. DISPOSITION OF PRODUCTS; CONSIGNMENT

- a. Agent agrees, on demand, to account for and deliver to Principal, in good condition, all products charged to Agent's consignment account. If Agent fails to deliver any product, the product may be charged to Agent's account at list price, if Principal so elects, but nothing contained in this agreement shall prevent Principal from exercising other legal remedies to recover possession of such products.
- b. In the event any of Principal's products shall have been kept on consignment by Agent for such period of time that they have become unsaleable as new, Principal may order their return to the factory, in which event the freight charges from Agent's office to the factory shall be paid by Agent.

27. INSURANCE PREMIUMS; TAXES

Principal shall insure against loss by fire all products delivered on consignment to Agent, charging the premium paid for the insurance to Agent's account. Agent shall pay all personal property taxes levied on consigned products, or shall pay such tax as may be levied in lieu of a personal property tax.

28. COMPLIANCE WITH LAWS

Agent agrees, for the benefit of Agent's employees and subagents, to comply in all respects with the workers' compensation laws of any state or states of which Agent's territory may be a part, and to pay the premiums and other costs and expenses incident to such coverage.

29. CUSTOMER LIST; SALES CALLS

- a. Agent agrees to keep a list of probable purchasers, and also a list of users, of Principal's products in Agent's territory. Both lists shall show the name, nature and address of each business concern listed. The user's list shall also show the style and factory number of Principal's product in use.
- b. Agent agrees to send to Principal, on the form furnished by Principal, a list of all persons called on by Agent or Agent's employees in connection with Principal's business. The list

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shall show the name, nature and address of each business concern called on, and the object and results of the call.

30. DEPRECIATION OF AGENCY PROPERTY

The office furniture, personal property and fixtures used by Agent in Principal's business shall be invoiced and appraised at least once each year by Agent and a representative of Principal, and a deduction of not less than [%] per year shall be made to cover wear and tear in ordinary depreciation.

31. PURCHASE OF AGENCY PROPERTY

Principal shall have an option of purchase of all or any part of the supplies, repair parts, vehicles and sundries in stock or on hand at the time of termination of the agency, at the current price, less proper deductions for obsolescence and depreciation, if any. Such price shall be paid to Agent or credited on Agent's account with Principal, as Principal may elect.

32. EMPLOYMENT OF SUBAGENTS

Agent agrees not to employ any salespersons to assist in the agency, except under written agreement by the terms of which Principal shall be released from all liability for any indebtedness from Agent to such salespersons. Agent agrees not to employ any person until Agent has supplied Principal with full particulars regarding such person, on the form furnished by Principal, giving the person's name, record, previous occupation, etc., and until Principal's assent to such employment has been received.

33. MODIFICATION AND TERMINATION

Principal at any time may alter and change the boundaries and territory covered by this agency agreement. The agency created by this agreement may be terminated by either party by written notice mailed or delivered to the last known address of the other party. This agreement covers all agreements between Agent and Principal relating to the employment of Agent for the handling of Principal's product.

34. GOVERNING LAW

The enforcement and interpretation of this agreement shall be governed by the laws of [state/province].

The parties have executed this agreement at [designate place of execution] the day and year first above written.

PRINCIPAL

AGENT

ISAAC CHRISTOPHER LUBOGO

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: TERMINATION OF DISTRIBUTION AGREEMENT

Dear [Contact name],

With this letter, we hereby terminate the agreement between [name of company] and [DISTRIBUTOR] to sell [type of product] in [type of distribution channel].

Upon acceptance of this letter, [DISTRIBUTOR] will immediately cease selling all of [company] product, and return to [company] any leftover product remaining at [DISTRIBUTOR]'s facilities.

Any unauthorized sale of [company] product after acceptance of the terms of this agreement will constitute fraud and trademark violations for which [DISTRIBUTOR] shall be fully liable.

Thank you for your immediate attention to this matter.

Sincerely,

Your name

Your title

Telephone number

youremail@yourcompany.com

AGREEMENT TO ASSIGN

This Agreement to Assign (the "Agreement") is made and effective the [DATE],

BETWEEN: [PROSPECTIVE ASSIGNOR NAME] (the "Prospective Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PROSPECTIVE ASSIGNEE NAME] (the "Prospective Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

The parties declare:

- A. Prospective Assignor has entered into a lease agreement, as lessor, with [lessee], of [address], [city], [state], referred to as "lessee." A copy of the lease agreement, containing a description of the premises, is attached to this agreement as Exhibit A.
- B. Prospective Assignor desires to assign the lease agreement to Prospective Assignee, who will assume all liabilities and duties as well as all rights of Prospective Assignor pertaining to the collection of all rents to become due under the lease agreement after the effective date of the assignment.

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

- 1. Prospective Assignor will transfer and assign to Prospective Assignee all right to the collection of all rents required under the lease agreement provisions in the lease dated [date] on the premises described as follows: [set forth description contained in lease].
- 2. The assignment shall become effective on [date], and shall apply to all rents due thereafter until expiration of the lease agreement term on [date].

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

OBJECTION MY LORD

ASSIGNMENT OF A CLAIM FOR DAMAGES

This Assignment of a Claim for Damages (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against [name], arising from the following type claim:

[description]

And the undersigned may in its own name and for its own benefit prosecute, collect, settle, compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT OF ASSETS

This Assignment of Assets (the "Assignment") is made and effective [DATE],

BETWEEN: [STOCKHOLDER NAME] (the "Stockholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, on the day of [date], the Corporation was formed by Articles of Incorporation filed with the Registrar of Companies in and for the [State/Province], and;

WHEREAS, it is necessary to transfer certain assets into the Corporation in order to capitalize the Corporation, and;

WHEREAS, Stockholder is desirous of transferring to the Corporation certain assets shown on the attached Exhibit "A," and the Corporation is desirous of acquiring said assets.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter entered into, it is agreed as follows:

- a. Stockholder does hereby transfer and assign those assets listed on the attached Exhibit "A" to the Corporation.
- b. In consideration for said transfer the Corporation issues to Stockholder [number] shares of stock in the Corporation, with a par value [price] per share.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

STOCKHOLDER

CORPORATION

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

OBJECTION MY LORD

ASSIGNMENT OF CONTRACT

This Assignment of Contract (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME AND ADDRESS], (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME AND ADDRESS], (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the undersigned Assignor hereby assigns, transfers and sets over to Assignee all rights, title and interest held by the Assignor in and to the following described contract:

[description]

1. TERMS

- a. The Assignor warrants and represents that said contract is in full force and effect and is fully assignable.
- b. The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.
- c. The Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.
- d. The Assignor warrants that the contract is without modification, and remains on the terms contained.
- e. The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.
- f. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

ISAAC CHRISTOPHER LUBOGO

Print Name and Title

Print Name and Title



OBJECTION MY LORD

ASSIGNMENT OF LIEN

This Assignment of Lien (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

In consideration of [amount], receipt of which is hereby acknowledged, the Assignor does hereby assign to Assignee the mechanic's lien on the property of [name of property owner], located at [address], [city], [state/province], which has been duly recorded in the office of [office], in [Volume], [number], [page], a copy of which is attached hereto.

Whereas, the intent of this assignment is to transfer to assignee full power to collect that certain sum secured by said lien, Assignor does hereby appoint assignee his attorney in fact, with full authority to enforce the lien herein assigned, and to collect and receive the debt secured by said lien, as Assignor would do if this assignment were not being made. Any costs incurred by the Assignee in enforcing the assigned lien, shall be borne by the Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT

This Assignment is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WITNESSETH, that for valuable consideration in hand paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee all of his right, title and interest in and to all [description] set forth in [description] that certain Agreement.

The undersigned fully warrants that it has full rights and authority to enter into this assignment and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

OBJECTION MY LORD

NOTICE OF ASSIGNMENT

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF ASSIGNMENT

Dear [Contact name],

You are hereby notified that on [DATE] we have assigned and transferred to [SPECIFY] the following [SPECIFY] existing between us:

[DESCRIBE]

Please direct any further correspondence (or payments, if applicable) to them at the following address:

[INSERT ADDRESS]

Please contact us should you have any questions, and we thank you for your cooperation.
Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: AUTHORIZATION TO DEBIT ACCOUNT

Dear [Contact name],

This letter is to acknowledge that [COMPANY/INDIVIDUAL] is hereby authorized to debit our account no. [ACCOUNT NUMBER] in the amount of [AMOUNT] for payment of [NATURE OF DEBIT]. Please withdraw the funds from the following bank account:

Bank: [BANK NAME AND ADDRESS]

Bank Transit No: [BANK TRANSIT NO]

Account No: [ACCOUNT NUMBER]

Bank Tel. No. [BANK TELEPHONE NO]

Bank Contact [NAME OF BANK CONTACT & TITLE]

This shall be your good and sufficient authority for doing so. We enclose a blank check from the account marked "VOID".

[NOTE: IF MORE THAN ONE SIGNATURE IS REQUIRED ON ACCOUNT, MAKE SURE BOTH BANK SIGNING OFFICERS SIGN LETTER]

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: AUTHORIZATION TO RELEASE ACCOUNT INFORMATION TO FINANCIAL ADVISER

Dear [Contact name],

This letter is to acknowledge that you are hereby authorized to release to [NAME OF INDIVIDUAL OR COMPANY] all banking information requested by [him / her / it] relating to our Account No. [ACCOUNT NUMBER]. To ensure efficiency, we will also give your name as a reference to the abovementioned [INDIVIDUAL OR COMPANY].

We thank you in advance for your cooperation. Should you have any question, please do not hesitate to contact me.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST CONFIRMATION THAT BANK HAS NO INTEREST IN SPECIFIC EQUIPMENT

Dear [Contact name],

We are actually negotiating with one of your clients, [NAME OF BANK CLIENT], to purchase [DESCRIBE PURCHASED ITEM]. While evaluating the financial assets of your client, we noted that [BANK] has registered security against certain assets of [NAME OF BANK CLIENT].

We are hereby asking you to kindly confirm to us in writing that [BANK] has released any an all interests in this equipment, so that we can complete the transaction within the next [DAYS/WEEKS/MONTHS].

Thank you in advance for your anticipated cooperation. Please feel free to call me if you have any questions.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

**OBJECT: ADDITIONAL SIGNING OFFICER -
REQUESTING SIGNING PAPERS**

Dear [Contact name],

This letter is to acknowledge that [WE/OUR BOARD OF DIRECTORS] have/has recently approved the addition of a new signing officer to our Account No. [ACCOUNT NO.]. [NAME] was hired on [DATE] and will be our new [TITLE OF NEW SIGNING OFFICER].

We would appreciate if you could forward to us the necessary documents to give effect to this change. We will ask our new officer to sign the documents and will return them to you as soon as possible. We will also include a copy of the Board Resolution reflecting this change.

Please note that all other signing officers, as per your records, remain the same.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REMOVAL OF SIGNING OFFICER FOR ACCOUNT [NUMBER]

Dear [Contact name],

This letter is to confirm that we have recently removed [NAME AND TITLE OF SIGNING OFFICER BEING REMOVED] as a signing officer on our Account No. [ACCOUNT NO.] effective immediately. We enclose a copy of the Board Resolution reflecting this change.

Any checks or other account authorizations signed by [him / her] bearing a date on or after [DATE] should not be honoured. Please contact us if this situation occurs.

Please amend your records immediately and accordingly – note that all other signing officers, as per your records, remain the same.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: PRE-AUTHORIZED PAYMENT, VARYING AMOUNT

Dear [Contact name],

This letter is to acknowledge that [COMPANY/INDIVIDUAL] is hereby authorized to withdraw the amount due on our [NATURE OF CHARGES] on a [PERIOD OF PAYMENT] basis on the [NUMBER OF DAYS AFTER BILLING DATE] day after the billing date:

Bank: [BANK NAME AND ADDRESS]
Bank Transit No: [BANK TRANSIT NO.]
Account No: [ACCOUNT NUMBER]
Bank Tel. No. [BANK TELEPHONE NUMBER]
Bank Contact [NAME OF BANK CONTACT & TITLE]

This shall be your good and sufficient authority for so doing. We enclose an unsigned check from the account marked "VOID".

[NOTE: IF MORE THAN ONE SIGNATURE IS REQUIRED ON ACCOUNT, MAKE SURE BOTH BANK SIGNING OFFICERS SIGN LETTER]

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: PRE-AUTHORIZED PAYMENT, SPECIFIC AMOUNT

Dear [Contact name],

This letter is to acknowledge that [COMPANY/INDIVIDUAL] is hereby authorized to withdraw the amount of [AMOUNT OF PERIODIC DEBIT] on a [PERIOD OF PAYMENT] basis on the [BILLING DATE] of each month, until we decide to cancel your services in respect to the terms and conditions, we both agreed on. Please withdraw the funds from the following bank account:

Bank: [BANK NAME AND ADDRESS]
Bank Transit No: [BANK TRANSIT NO]
Account No: [ACCOUNT NUMBER]
Bank Tel. No. [BANK TELEPHONE NO]
Bank Contact [NAME OF BANK CONTACT & TITLE]

This shall be your good and sufficient authority for doing so. We enclose a blank check from the account marked "VOID".

[NOTE: IF MORE THAN ONE SIGNATURE IS REQUIRED FOR THIS ACCOUNT, MAKE SURE BOTH BANK SIGNING OFFICERS SIGN LETTER]

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST APOLOGY FOR FAILING TO HONOUR CHEQUE

Dear [Contact name],

This is not the kind of letter I like to write. As a result of a clerical error on your part, our cheque issued to [NAME OF CHEQUE PAYEE] bearing no. [CHEQUE NO.] and dated [DATE OF CHEQUE] in the amount of [AMOUNT OF CHEQUE] was not honored.

I'm sure you understand that it has caused us embarrassment. [COMPANY] is an important provider for us; we've always had excellent credit conditions with them. No need to say that this NSF cheque did not help to tighten our relationship. Therefore, I kindly request that you write a letter confirming the bank's error, so that we can provide a copy to our supplier and ensure that they do not lose confidence in our financial viability.

Thank you in advance for your anticipated cooperation. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST BANK TO CLOSE ACCOUNT

Dear [Contact name],

In the name of [COMPANY], I hereby request that you close the following accounts we have at your branch:

TYPE	ACCOUNT #
[SAVINGS]	[NUMBER]
[CHECKING]	[NUMBER]

Please prepare a money order in the amount of the balance outstanding and send it to:

[Contact Name]

[Address]

[Address2]

[City, State/Province]

[Zip/Postal Code]

Thank you in advance for your anticipated collaboration.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST BANK TO PLACE STOP-PAYMENT ON CHEQUE

Dear [Contact name],

We have experienced some problems with [COMPANY] lately and therefore I kindly request that a “stop-payment” be placed on the following cheque(s) issued to them:

CHEQUE #	AMOUNT	RECIPIENT	DATE	ACCOUNT #

I hereby authorize the service charge to be deducted from our account no. [CHEQUEING ACCOUNT NUMBER].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST BANK TO WIRE FUNDS

Dear [Contact name],

I hereby request [BANK] to electronically transfer (wire) an amount of [AMOUNT] from our account [ACCOUNT NUMBER] to the following account:

ACCOUNT NUMBER: [ACCOUNT NUMBER]

ACCOUNT-HOLDER NAME: [NAME]

BANK NAME AND ADDRESS: [BANK NAME AND ADDRESS]

BANK TRANSIT NUMBER: [TRANSIT NUMBER]

I understand that the fees for such a transaction are [REGULAR FEES]. Please contact me to confirm the transaction once it has been processed. I would greatly appreciate this request to be executed at your earliest convenience.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST DEFERRAL OF INTEREST PAYMENT

Dear [Contact name],

Being a [BANK]'s client since [YEAR], I hope that you will be able to help us with this important issue for our company. I refer to our term loan in the amount of [AMOUNT OF LOAN] bearing account no. [ACCOUNT NO. OF LOAN].

We all know that business can be unpredictable. Due to [EXPLAIN REASONS FOR CASH FLOW PROBLEMS], we are currently experiencing cash flow problems, which we think will temporarily set us back for [PERIOD OF REQUESTED DEFERRAL].

We would greatly appreciate if you could defer interest charges for this period, so that we can maintain sufficient working capital to meet our operational requirements. The situation should be better in [MONTHS].

Thank you in advance for your anticipated collaboration. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

**OBJECT: REQUEST DELAY IN PROVIDING
FINANCIAL STATEMENT**

Dear [Contact name],

According to the terms and conditions of our credit facility, we are required to provide [BANK] with our [ANNUAL/QUARTERLY] financial statements within [NUMBER] days following our fiscal year end ([DATE OF YEAR END]).

We are facing an unusual situation, which will prevent us from providing you with our financial statements in time. [EXPLAIN THE REASONS OF THE DELAY]; however, we do anticipate having this resolved within [NUMBER OF DAYS/WEEKS].

We would therefore respectfully request an additional [ADDITIONAL DELAY PERIOD REQUESTED] delay. We will, of course, do everything possible to speed-up the process.

Thank you in advance for your anticipated collaboration. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST PERMANENT INCREASE IN CREDIT LIMIT

Dear [Contact name],

As you know, our company has a credit facility with [BANK/COMPANY] since [DATE] and our payment record has always been satisfactory. We hereby request that you permanently increase the limit on our credit facility to [REQUESTED AMOUNT OF CREDIT LIMIT].

Over the past [MONTHS/YEARS] years our business has experienced tremendous growth, and although this is a positive and desirable trend, we now require additional credit in order to allow us to adequately meet customer demand.

[BANK] already has our financial information in its records. Should you have any questions or require any additional information, please do not hesitate to contact me.

I would greatly appreciate this request to be executed at your earliest convenience. Thank you in advance for your collaboration.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST PROPOSAL FOR CREDIT FACILITY

Dear [Contact name],

It was a pleasure speaking with you on [DAY]. As discussed in our recent telephone conversation, I contacted you regarding our company's credit and banking requirements.

[COMPANY] is growing company in the [INDUSTRY] sector. In the past [MONTHS/YEARS], our revenues increased by [%]; in the meanwhile, we welcomed [NUMBER] new employees. Obviously, we have correspondingly increased capital requirements to sustain such a growth.

I have enclosed our recent financial statements along with our business plan and budget for the [YEAR] fiscal year. Based upon our last forecasts, we anticipate requiring a credit facility of approximately [AMOUNT OF CREDIT FACILITY].

Please provide me with a financing proposal which you believe would satisfy our requirements. Should you have any questions or require any additional information, please do not hesitate to contact me.

I would greatly appreciate this request to be executed at your earliest convenience. Thank you in advance for your collaboration.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST RELEASE OF PERSONAL GUARANTEE

Dear [Contact name],

As you will find in your records, [BANK] is currently holding a Guarantee given by [NAME OF GUARANTOR], [TITLE] securing the debts and obligations of our company to you.

The agreement we signed with [BANK] states that you are in the obligation to review our credit [NUMBER] [MONTHS/YEARS] after we obtained the credit facility and consider releasing this Guarantee. This [NUMBER OF MONTHS/YEARS] period has now elapsed.

Since our repayment record has been satisfactory to [BANK] and our financial situation is good, we would therefore courteously demand that you release the aforementioned Guarantee.

Thank you in advance for your anticipated collaboration. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST FOR COPY OF CREDIT RATING REPORT

Dear [Contact name],

You might be aware that we have recently applied for credit with [COMPANY], one of our most important providers. Since we have listed [BANK] as a reference, I would appreciate if you could send us a copy of all documents you are planning to provide to [COMPANY]. Please forward the documents used in their investigation of our credit rating to:

[Contact Name]

[Address]

[Address2]

[City, State/Province]

[Zip/Postal Code]

Thank you in advance for your collaboration. Please contact me if there are any concerns.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

**OBJECT: TERMINATION OF FUTURE
OBLIGATIONS UNDER CONTINUING GUARANTEE**

Dear [Contact name],

We are referring to the continuing Guarantee dated [DATE OF GUARANTEE] given by us to [BANK] pursuant to which we guaranteed the ongoing obligations of [NAME OF OBLIGOR WHOSE INDEBTEDNESS WAS GUARANTEED].

This letter is to acknowledge that we are hereby terminating all future obligations under the aforementioned Guarantee effective [DATE OF TERMINATION OF OBLIGATIONS UNDER GUARANTEE].

This termination notice is given to you in accordance with the terms and conditions of the Guarantee. Should you have any question, please do not hesitate to contact me for further explanation.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

WIRE TRANSFER INSTRUCTIONS

Please include the following information on all wire transfers to our bank account:

REMIT TO	
ABA NUMBER	
ACCOUNT NUMBER	
FOR CREDIT TO	
FOR FURTHER CREDIT TO	
ACCOUNT NUMBER	
REFERENCE	[EX: INVOICE NUMBER]
AMOUNT	

Please contact our account manager immediately, [NAME OF BANK ACCOUNT MANAGER], at [PHONE NUMBER] should you encounter any difficulties.

THANK YOU!

OBJECTION MY LORD

CERTIFICATES AND NOTICES

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

**OBJECT: CERTIFICATE OF CORPORATE
RESOLUTION**

Dear [CONTACT NAME],

I, [YOUR NAME], secretary of [COMPANY], do hereby certify that at a duly constituted meeting of the [DIRECTORS AND/OR STOCKHOLDERS] of the Corporation held at [PLACE] on [DATE], it was upon motion duly made and seconded, that it be VOTED:

That [DESCRIBE APPROVED CORPORATE ACTION]

It was upon motion made and seconded that it be further VOTED:

That [INDIVIDUAL] as [OFFICERSHIP] of the Corporation be empowered and directed to execute, deliver and accept any and all documents reasonably required to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force without rescission, as modification or amendment.

Sincerely,

Your name

Secretary

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CERTIFICATE OF CORPORATE VOTE

Dear [Contact name],

This is to certify that at a special meeting of the [Board of Directors / Executive Committee] of the Corporation, held at the offices of the Corporation located at [Address] on [Date] at [Time], all the [Directors / Members] being present and voting, it was unanimously VOTED:

[Describe action being voted]

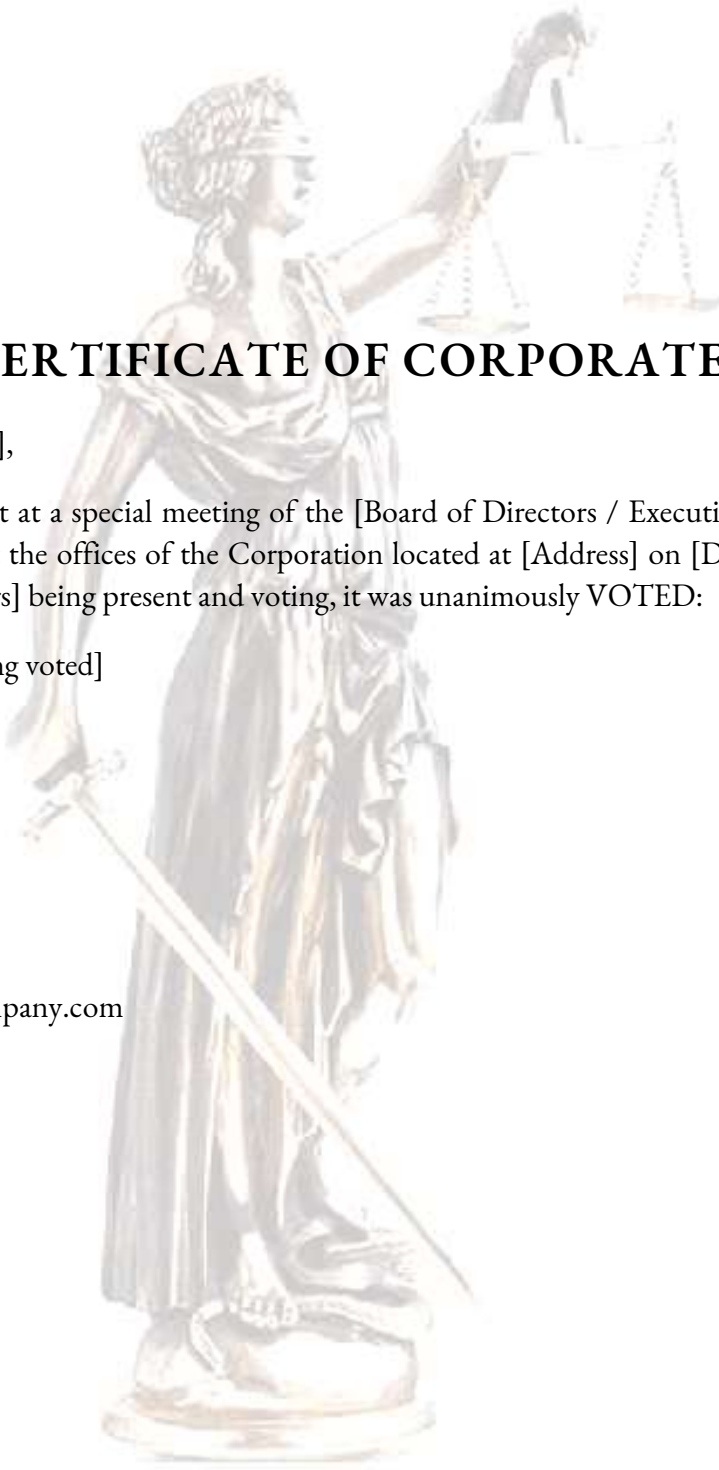
Sincerely,

Your name

Secretary

Telephone contact

youremail@yourcompany.com



OBJECTION MY LORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: HOLIDAY LETTER TO STOCKHOLDERS

Dear [Contact name],

We hope you appreciate this time of the year as much as we do. We hope you will enjoy this holiday season and we take this opportunity to extend to you and every member of your family our warmest wishes for the coming.

We are enclosing the financial results for the fourth quarter and year to date period ending [Date] and hope that this "good news" will add to your holiday spirits.

May your Christmas and Holiday season be filled with happiness and joy, followed by a most wonderful New Year.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF MEETING OF DIRECTORS

Dear [Contact name],

Notice is hereby given that a meeting of the Board of Directors of [Company name] will be held on [Date] at [Address], commencing at [Time].

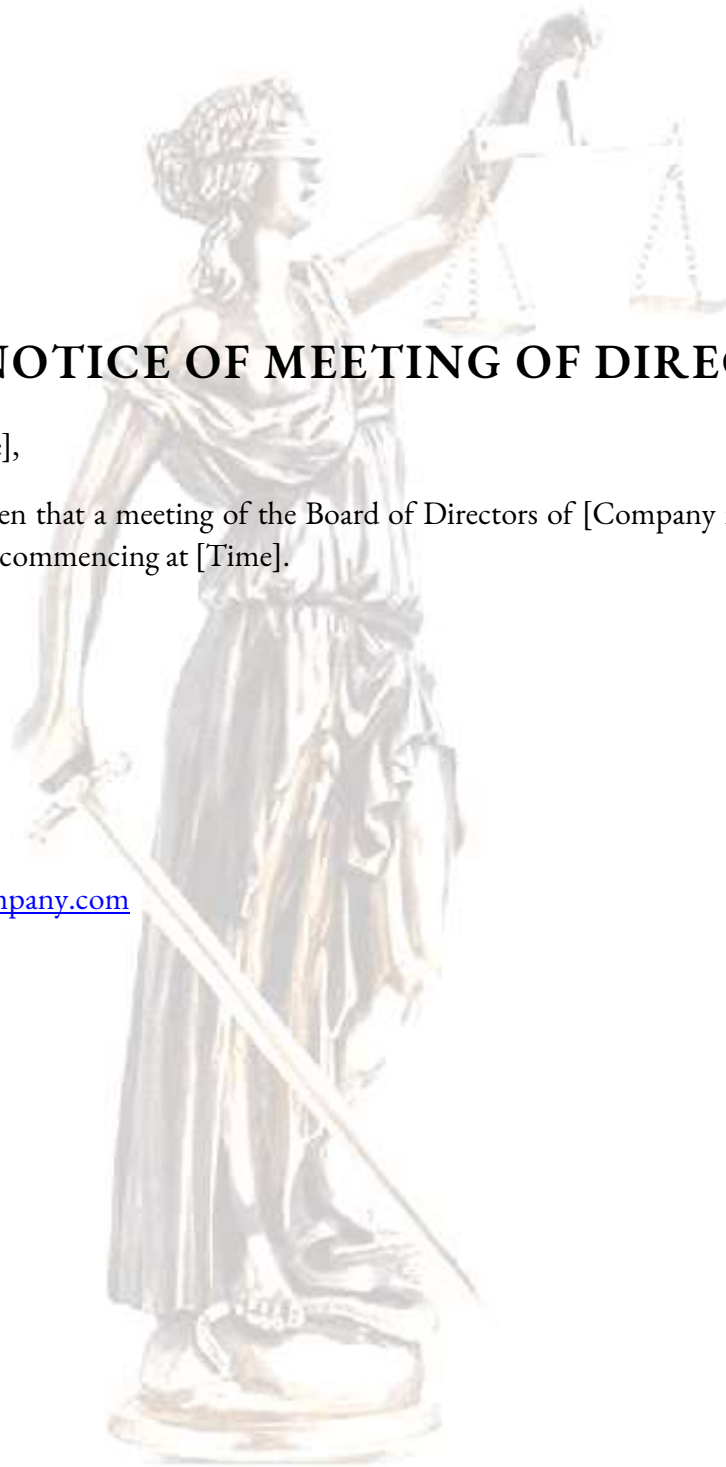
Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



OBJECTION MY LORD

A. MINUTES

MEETING MINUTES

[NAME OF ORGANISATION / COMMITTEE]

Opening:

The regular meeting of the [NAME OF ORGANIZATION / COMMITTEE] as called to order at [TIME] on [DATE] in [PLACE] by [MEETING CHAIR].

Present:

[LIST OF ATTENDEES]

1. Approval of Agenda

The agenda was unanimously approved as distributed.

2. Approval of Minutes

The minutes of the previous meeting were unanimously approved as distributed.

3. Announcements

List all announcements made at the meeting. For example, new members, change of event, etc.

4. Open Issues

Summarize the discussion for each existing issue, state the outcome and assign any action item.

5. New Business

Summarize the discussion for new issues, state the next steps and assign any action item.

6. Agenda for Next Meeting

List the items to be discussed at the next meeting.

Adjournment:

Meeting was adjourned at [TIME] by [PERSON]. The next general meeting will be at [TIME] on [DATE] in [PLACE].

Minutes submitted by: [NAME]

Approved by: [NAME]

MINUTES OF MEETING OF DIRECTORS

[COMPANY NAME]

Minutes of a meeting of the Board of Directors of [Company name] duly called and held on [Date] at [Address], commencing at [Time].

Present were:

[List of names]

With the approval of the directors' present, [Chairman name] acted as Chairman of the meeting and [Secretary name] recorded the minutes.

On motions duly made and seconded, it was voted that:

1. The minutes of the last meeting of directors be taken as read.
2. [Insert resolution per numbered paragraph].

Dissenting to the motion were [Dissenting names].

There being no further business to transact at this time, it was voted to adjourn the meeting.

Dated [Date]

[Secretary name], Secretary

[Chairman name], Chairman

WAIVER OF NOTICE, FIRST MEETING OF THE BOARD OF DIRECTORS

[COMPANY NAME]

\WE, THE UNDERSIGNED, being the directors elected by the incorporators of the above-named corporation, DO HEREBY WAIVE NOTICE of the time, place and purpose of the first meeting of the Board of Directors of said corporation.

We designate the [Day]th day of [Month], [Year] at [Time] as the time and [Full address] as the place of said meeting; the purpose of said meeting being to elect officers, authorize the issue of the capital stock, authorize the purchase of property if necessary for the business of the corporation, and the transaction of such other business as may be necessary or advisable to facilitate and complete the organization of said corporation, and to enable it to carry on its contemplated business.

Dated: [Date]

[Name 1]

[Name 2]

[Name 3]

MINUTES OF FIRST MEETING OF THE BOARD OF DIRECTORS

[COMPANY NAME]

1. The first meeting of the Board of Directors was held at [Place] on the [Day]th day of [Month], [Year] at [Time].

Present were:

[List of names]

constituting a quorum of the Board.

2. [Name] acted as Chairman and [Name] was appointed temporary Secretary of the meeting.
3. The Secretary presented and read a waiver of notice of the meeting, signed by all the directors.
4. The minutes of the organization meeting of incorporators were read and approved.
5. The following persons were nominated to the offices set opposite their respective names, to serve for one year and until their successors are chosen and qualify:

[Name] - Chairman

[Name] - Vice Chairman

[Name] - Secretary

[Name] - President

[Name] - Chief Financial Officer

6. All the directors present having voted, the Chairman announced that the aforesaid had been unanimously chosen as said officers, respectively.
7. The Chairman thereupon took the chair and the Secretary thereupon entered upon the discharge of his duties.

8. **Upon motion, duly made, seconded and carried, it was RESOLVED:**

That the stock certificates of this corporation shall be in the form submitted at this meeting.

OBJECTION MY LORD

9. **Upon motion, duly made, seconded and carried, it was RESOLVED:**

That the seal, an impression of which is herewith affixed, be adopted as the corporate seal of this corporation.

10. The Secretary was authorized and directed to procure the proper corporate books.

11. **Upon motion, duly made, seconded and carried, it was RESOLVED:**

That the officers of this corporation be authorized and directed to open a bank account in the name of the corporation, in accordance with a form of bank resolution attached to the minutes of this meeting.

12. [Name] reported the following balances in the bank accounts of the corporation at [Bank]:

Savings [Account #]: [Amount]

Checking [Account #]: [Amount]

13. **Upon motion, duly made, seconded and carried, the following preambles and resolutions were unanimously adopted:**

WHEREAS, the following offer has been made to the corporation in consideration of the issuance of full paid and non-assessable shares of the corporation:

Price = [Amount] per share

[Number] shares issued to [Name]

[Number] shares issued to [Name]

[Number] shares issued to [Name]

([Name], [Name] and [Name] hereafter known as "Offerors")

WHEREAS, In the judgment of this Board of Directors of this corporation, said offer is good and sufficient consideration for the shares demanded therefore and necessary for the business of this corporation,

Now, therefore, be it RESOLVED:

That the aforesaid offer be and is hereby accepted and that the President and Secretary of this corporation be and they hereby are authorized and directed to execute in the name and on behalf of this corporation, and under its corporate seal, such agreement or agreements as may be necessary in accordance with said offer.

ISAAC CHRISTOPHER LUBOGO

FURTHER RESOLVED:

That the President and Secretary be and they hereby are authorized and directed to issue and deliver in accordance with said offer certificates of full paid and non-assessable shares of this corporation to the said Offerors.

14. Upon motion, duly made, seconded and carried, the following preambles and resolutions were unanimously adopted:

WHEREAS, the following loans have been offered to the corporation in consideration of the issuance of promissory notes from the corporation:

[List]

WHEREAS, in the judgment of this Board of Directors of this corporation, said offer is good and sufficient consideration for the loan offered therefore and necessary for the business of this corporation,

Now, therefore, be it RESOLVED:

That the aforesaid offer be and is hereby accepted and that the proper officers of this corporation be and they hereby are authorized and directed to execute in the name and on behalf of this corporation, and under its corporate seal, such agreements, copies of which are attached hereto, as may be necessary in accordance with said offer.

15. Upon motion, duly made, seconded and carried, it was RESOLVED:

That in compliance with the laws of the State of [State/province], this corporation have and continuously maintain a registered office within the State of [State/province] and have an agent at all times in charge thereof, upon which agent process against this corporation may be served, and that the books and records of the corporation shall be available for examination by any stockholder for any proper purpose as provided by law.

16. Upon motion, duly made, seconded and carried, it was RESOLVED:

That the proper officers of the corporation be and they hereby are authorized and directed on behalf of the corporation, and under its corporate seal, to make and file such certificate, report or other instrument as may be required by law to be filed in any state, territory, or dependency of the United States, or in any foreign country, in which said officers shall find it necessary or expedient to file the same to authorize the corporation to transact business in such state, territory, dependency or foreign country.

17. Upon motion, duly made, seconded and carried, it was RESOLVED:

That the Chief Financial Officer be and hereby is authorized to pay all fees and expenses incident to and necessary for the organization of the corporation.

OBJECTION MY LORD

There being no further business, the meeting upon motion adjourned.

Dated: [Date]

[Secretary name], Secretary

[Chairman name], Chairman



MINUTES OF SPECIAL MEETING OF DIRECTORS

[COMPANY NAME]

A special meeting of the board of directors of [Company] was held at [Place & Address] on [Date], at [Time] in accordance with the bylaws [or pursuant to call by the president or pursuant to written waiver of notice signed by all of the directors, or the like].

1. The following directors were present:

[List of names]

2. The meeting was presided over by [Chairman name] and the secretary, [Secretary name], was present and kept the minutes.

3. An agreement and written waiver of notice signed by all of the directors was read, the original copy of which is inserted and reads as follows:

We, the undersigned, being all of the directors of [Company name], a corporation organized under the laws of the State of [State/Province], consent and agree that a meeting of the board of directors be held at [Address] on [Date], at [Time], to [Purpose], and for the transaction of any other business which may be legally done at the meeting of the board of directors.

The meeting was called to order by the president.

4. **On motions duly made and seconded, it was voted that:**

3. The minutes of the last meeting of directors be taken as read.

4. [Insert resolution per numbered paragraph].

Dissenting to the motion were [Dissenting names].

There being no further business to transact at this time, it was voted to adjourn the meeting.

Dated [Date]

[Secretary name], Secretary

[Chairman name], Chairman

MINUTES OF [SPECIAL / REGULAR] MEETING OF DIRECTORS

[COMPANY NAME]

Minutes of a [Special / Regular] meeting of the Board of Directors of [Company name] duly called and held on [Date] at [Address], commencing at [Time].

1. The following directors were present and constituted a quorum of the Board:

[List of names].

2. The following directors were absent from the meeting:

[None or list of names].

3. The following individuals also were present at the meeting:

[List of names and titles].

4. [Name] acted as chairman and called the meeting to order and announced that this meeting was held pursuant to a written notice of meeting which was given to all directors of this corporation. A Copy of this notice was ordered inserted in the corporation's Minute Book immediately preceding the minutes of this meeting.

[Or, if this meeting was held without notice, the following paragraph should be inserted in place of the prior paragraph]

5. The chairman called the meeting to order and announced that this meeting was held pursuant to written waiver of notice and consent to the holding of this meeting. The waiver and consent was presented to this meeting and, on a motion duly made, seconded, and [Unanimously] carried, was made a part of the records and ordered inserted in the corporation's Minute Book immediately preceding the records of this meeting.

6. The minutes of the last meeting of directors were then read and approved.

7. The Board then discussed [Insert business transacted; for example, establishment of committee, adoption of share purchase agreement, approval of employment agreement, etc.].

ISAAC CHRISTOPHER LUBOGO

On motion duly made and seconded, the following resolutions were adopted:

[Insert resolutions]

Because there was no further business to come before the Board of Directors at this meeting, on motion duly made and seconded, the meeting was adjourned.

Date: _____

[Secretary's Name], Secretary



WAIVER OF NOTICE, ORGANIZATION MEETING OF INCORPORATORS

[COMPANY NAME]

WE, THE UNDERSIGNED, being all the incorporators of the corporation above named, organized under the laws of the State of [State], DO HEREBY WAIVE NOTICE of the time, place and purpose of the organization meeting of said incorporators, and do fix the [Day]th day of [Month], [Year] at [Time] as the time, and [Place] as the place of said meeting.

And we do hereby waive all the requirements of the statutes of [State] as to the notice of this meeting, and do consent to the transaction of such business as may come before the meeting.

Dated: [Date]

[DIRECTOR 1]

[DIRECTOR 2]

[DIRECTOR 3]

MINUTES OF ORGANIZATION MEETING OF INCORPORATORS

[COMPANY NAME]

The organization meeting of the incorporators was held on the [Day]th day of [Month], [Year] at [Time], at [Place] pursuant to a written waiver of notice, signed by all the incorporators fixing said time and place.

1. The following incorporators were present in person:

[List of names]

being all of the incorporators of the corporation.

[Name] acted as Chairman and [Name] was appointed Secretary of the meeting.

2. The Chairman announced that a Certificate of Incorporation had been issued to this corporation by [the Department of State] and that a certified copy of the Certificate had been forwarded for recording in the Office of the Recorder of Deeds and instructed the Secretary to cause a copy of the Certificate of Incorporation to be prefixed to the minutes.

Upon motion, duly made, seconded and carried, it was RESOLVED:

That the certificate of Incorporation of the corporation be and it hereby is accepted and that this corporation proceed to do business thereunder.

3. The Secretary presented a form of By-Laws for the regulation of the affairs of the corporation, which were read article by article.

Upon motion, duly made, seconded and carried, it was RESOLVED:

That the By-Laws presented at this meeting, as amended and attached to the Minutes, were unanimously adopted and the Secretary was instructed to cause the same to be inserted in the minute book immediately following the copy of the Certificate of Incorporation.

4. The Chairman stated that the next business before the meeting was the election of a Board of Directors.

After discussion, [Name] and [Name] were nominated for directors of the corporation, to hold office for the ensuing year and until others are chosen and qualified in their stead. No other nominations having been made, the vote was taken and the aforesaid nominees declared duly elected.

Upon motion, duly made, seconded and carried, it was RESOLVED:

OBJECTION MY LORD

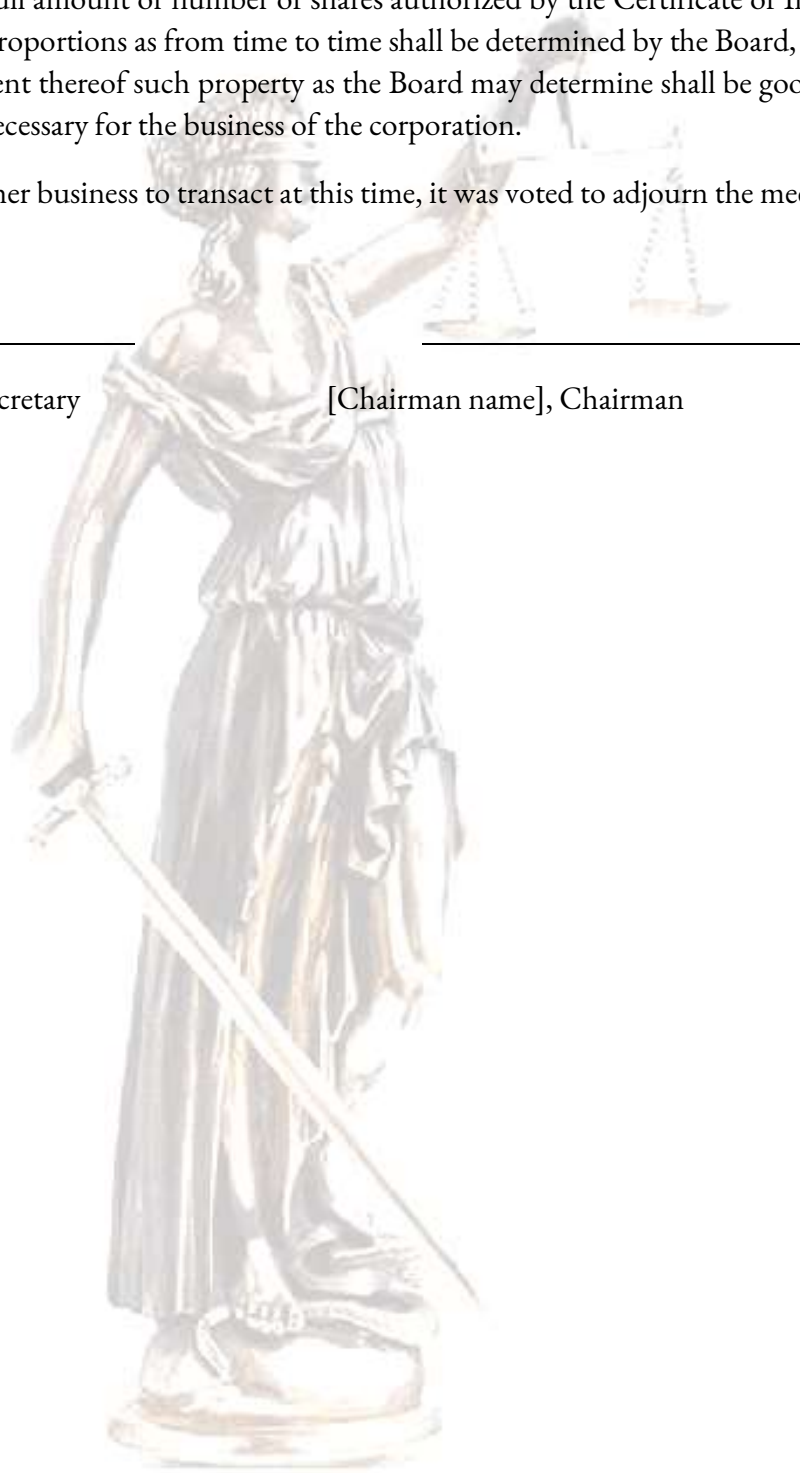
That the Board of Directors be and they are hereby authorized to issue the capital stock of this corporation to the full amount or number of shares authorized by the Certificate of Incorporation, in such amounts and proportions as from time to time shall be determined by the Board, and to accept in full or in part payment thereof such property as the Board may determine shall be good and sufficient consideration and necessary for the business of the corporation.

There being no further business to transact at this time, it was voted to adjourn the meeting.

Dated: [Date]

[Secretary name], Secretary

[Chairman name], Chairman



MINUTES OF [ANNUAL / SPECIAL] MEETING OF SHAREHOLDERS

[COMPANY NAME]

The shareholders of [Company Name] held [the/a Annual/Special] Meeting of Shareholders on [Date] at [Time], at [Place].

1. Shareholders present at the meeting, in person or by proxy, represented [Number] shares of common stock of the corporation.

The following stockholders were present in person:

Names	No. of Shares
--------------	----------------------

The following stockholders were represented by proxy:

Names	No. of Shares
--------------	----------------------

2. The President of this corporation served as Chairman and called the meeting to order, and announced that a quorum was present and that this meeting was held pursuant to a written notice of meeting given to all shareholders of this corporation. A copy of this notice was ordered inserted in the minute book immediately preceding the minutes of this meeting.

[Or, if the meeting was held without notice, the following paragraph should be inserted, substituting the above]:

The President of this corporation called the meeting to order, and announced that the meeting was held pursuant to written waiver of notice and consent to the holding of the meeting. The waiver and consent was presented to this meeting and, on a motion duly made, seconded and unanimously carried, was made a part of the records and ordered inserted in the minute book immediately preceding the records of this meeting.

[The minutes of the previous meeting of shareholders were then read and approved.] OR [It was then moved, seconded, and unanimously resolved to dispense with the reading of the minutes of the previous meeting.]

3. The President then announced that the election of directors was in order. Directors were then nominated to serve until the next annual meeting of shareholders and until their successors were duly elected and qualified. The following nominations were made and seconded:

[List of names]

OBJECTION MY LORD

4. No further nominations were made, and the above were [duly/unanimously] elected as directors of this corporation.
5. The [Year] annual report of the president and directors of the [Company name] was presented and read, and upon motion of [Name], seconded, it was resolved:

That the report be received filed with the secretary in the form as presented to the meeting.

6. The secretary was directed to insert in the minute book a copy of each of the following papers:
 1. Notice of the meeting and proof of mailing.
 2. Form of proxy.
 3. Report of the president and directors.
 4. Inspectors' oath and report.

7. **On motion duly made and seconded, the following business came before the shareholders:**

[Insert business transacted; for example, vote for amendment to Articles or Bylaws. Note: All actions taken at the Meeting of Shareholders should be recorded in the minutes of the meeting.]

8. Because there was no further business to come before this meeting, on motion duly made, seconded, and carried, this meeting was adjourned.

Date: _____

[Secretary's name], Secretary

B. PROXY

IRREVOCABLE PROXY

[COMPANY NAME]

The undersigned, as record holder of the securities of [NAME OF CORPORATION] described below, hereby revokes any previous proxies and irrevocably appoints [NAME] as the undersigned's proxy to attend all shareholders' meetings and to vote, execute consents, and otherwise represent those shares in the same manner and with the same effect as if the undersigned were personally present at any such meeting or voting such securities or personally acting on any matters submitted to shareholders for approval or consent.

The proxy holder will have the full power of substitution and revocation.

This proxy is made pursuant to an agreement of [DESCRIBE], dated [DATE].

This proxy will be irrevocable until [DATE]. This proxy will be revocable, notwithstanding the period of irrevocability specified above, as required under applicable law.

BE IT KNOWN, that for good consideration, the undersigned, being the owner of [NUMBER] shares of voting stock of [CORPORATION NAME], does hereby grant to [NAME], a non-revocable proxy to vote on behalf of the undersigned shares of said stock at any future meeting of the stockholders of the Corporation, and said proxy holder is entitled to attend said meetings on my behalf or vote said shares through mail proxy.

During the pendency of this proxy, the rights to vote said shares shall be exclusively held by the proxy holder and shall not be voted by the undersigned. This proxy shall not be revocable and shall remain in effect until [DATE], [YEAR], when all rights hereunder shall terminate.

The undersigned agrees to annex a legend to said shares stating the existence of this outstanding proxy, as all rights hereunder shall survive any sale or transfer of said shares.

THIS PROXY SHALL BE SIGNED EXACTLY AS THE SHAREHOLDER'S NAME APPEARS ON HIS STOCK CERTIFICATE. JOINT SHAREHOLDERS MUST EACH SIGN THIS PROXY. IF SIGNED BY AN ATTORNEY IN FACT, THE POWER OF ATTORNEY MUST BE ATTACHED.

[SIGNATURE]

OBJECTION MY LORD

[PRINTED NAME AS APPEARS ON STOCK CERTIFICATE]

Securities Information: _____

Certificate No.: _____

Number of Shares: _____

Class of Shares: _____



REVOCABLE PROXY

[COMPANY NAME]

The undersigned, as record holder of the securities of [Name of corporation] described below, hereby revokes any previous proxies and appoints [Name] as the undersigned's proxy to attend all shareholders' meetings and to vote, execute consents, and otherwise represent those shares in the same manner and with the same effect as if the undersigned were personally present at any such meeting or voting such securities or personally acting on any matters submitted to shareholders for approval or consent.

1. The proxy holder will have the full power of substitution and revocation.
2. This proxy is made pursuant to an agreement of [DESCRIBE], dated [Date].
3. This proxy is revocable at any time, and unless revoked, shall terminate on [Date].

BE IT KNOWN, that the undersigned, being the owner of [Number] shares of voting stock of [Corporation name], do hereby grant to [Name], a proxy to vote on behalf of the undersigned [Number] shares of said stock at any future meeting of the stockholders of the Corporation; and said proxy holder is entitled to attend said meetings on my behalf or vote said shares through mail proxy.

During the pendency of this proxy, all rights to vote said shares shall be held by the proxy holder and shall not be voted by the undersigned, provided the undersigned may revoke this proxy at any time.

THIS PROXY SHALL BE SIGNED EXACTLY AS THE SHAREHOLDER'S NAME APPEARS ON HIS STOCK CERTIFICATE. JOINT SHAREHOLDERS MUST EACH SIGN THIS PROXY. IF SIGNED BY AN ATTORNEY IN FACT, THE POWER OF ATTORNEY MUST BE ATTACHED.

[Signature]

[Printed name as appears on stock certificate]

Securities Information:

Certificate No.: _____

Number of Shares: _____

Class of Shares: _____

REVOCATION OF PROXY

[COMPANY NAME]

The undersigned, as owner of the securities of [Name of corporation] described below, hereby revokes any and all proxies and substitutions of proxies, including the proxy executed on [Date], naming [Name] as proxy, and further revokes any and all authority heretofore given to any person or persons to attend meetings, vote, consent, or otherwise act on behalf of the undersigned in any manner whatsoever with respect to such securities.

Dated: [Date]

[Signature]

[Printed name as on stock certificate]

Securities Information:

Certificate No.: _____

Number of Shares: _____

Class of Shares: _____

RESOLUTIONS AND RESIGNATIONS

BOARD RESOLUTION ADOPTED ON [DATE]

The undersigned, being all the directors of [COMPANY NAME], hereby sign the following amended resolutions:

RESOLVED THAT:

1. The financial statements of the corporation for the fiscal year ended [MONTH AND DAY], prepared by [ACCOUNTANT'S NAME], Chartered Accountants, under their comments dated [DATE], are approved which approval shall be evidenced by signature of the balance sheet.

OR

2. The financial statements of the corporation for the fiscal year ended [MONTH AND DAY], prepared by [AUDITORS' NAMES], under their audit report dated [DATE], are approved, which approval shall be evidenced by signature of the balance sheet.

3. The approved financial statements be placed before the annual meeting of shareholders of the corporation.

4. [ACCOUNTANTS] are appointed the accountants of the corporation for the current fiscal year.

5. By-Law No. [NUMBER] is passed as a by-law of the corporation to be placed before a meeting of shareholders of the corporation for confirmation.

6. The application to amend the Articles of Incorporation [OR LETTERS PATENT] of the corporation in the draft form appended as Schedule A to these resolutions is approved to be placed before a meeting of shareholders of the corporation for confirmation.

7. The corporation sells substantially all its assets to [PURCHASER NAME] in accordance with the draft agreement of purchase and sale appended as Schedule A to these resolutions.

8. [CHAIRMAN NAME] is elected as Chairman of the Board of Directors.

9. A dividend of [AMOUNT] per share is declared on the issued [CLASS NAME] shares of the corporation held by the [CLASS NAME] shareholders of record as of this date.

10. The salary of the [OFFICER] of the corporation is fixed at [AMOUNT] per annum effective [DATE].

11. The corporation executes the [CONTRACT/INSTRUMENT] in the draft form appended as Schedule A to these resolutions.

OBJECTION MY LORD

12. The transfer of [NUMBER AND CLASS OF SHARES] from [TRANSFEROR NAME] to [TRANSFeree NAME] is approved.

13. The address of the head [OR REGISTERED] office of the corporation is changed to [NEW ADDRESS].

[DIRECTOR NAME]

[DIRECTOR NAME]



ISAAC CHRISTOPHER LUBOGO

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: RESIGNATION OF DIRECTORSHIP

Dear [Contact name],

I hereby resign as a director of [Company name] effective immediately.

Yours very truly,

Your name

Your title

Telephone contact

youremail@yourcompany.com



OBJECTION MYLORD

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: RESIGNATION OF OFFICE

Dear [Contact name],

I hereby resign as [Office] of [Company name] effective immediately.

Yours very truly,

Your name

Your title

Telephone contact

youremail@yourcompany.com



SHAREHOLDERS RESOLUTION

The undersigned, being all the shareholders of [Company name], hereby sign the following annual resolutions:

RESOLVED THAT:

1. These resolutions are in place of an annual meeting of shareholders of the corporation.
2. The financial statements of the corporation for the fiscal year ended [Month and day], prepared by [Accountants' name], Chartered Accountants, under their comments dated [Date], are received.

OR

3. The financial statements of the corporation for the fiscal year ended [Month and day], prepared by [Auditors' names], under their audit report dated [Date], are approved.
4. [Directors names] are continued as directors of the corporation.
5. No auditor be appointed for the current fiscal year of the corporation.

OR

6. [Auditor names] are appointed the auditors of the corporation for the current fiscal year.
7. The acts of the Board of Directors since the last annual meeting of shareholders are approved and ratified.
8. [Director name] is elected as a director of the corporation.
9. By-Law No. [Number] passed by the Board of Directors of the corporation is confirmed.
10. The application to amend the Articles of Incorporation [OR Letters Patent] of the corporation in the draft form appended as Schedule A to these resolutions is approved.
11. The proposed sale by the corporation of substantially all its assets to [Purchaser name] in accordance with the draft agreement of purchase and sale appended as Schedule A to these resolutions is approved.
12. [Director name] is removed as a director of the corporation.

Dated: [Date]

OBJECTION MY LORD

[Shareholder name]

[Shareholder name]



C. SHAREHOLDERS

ARTICLES OF INCORPORATION

These Articles of Incorporation (the "Agreement") are made and effective [DATE],

BY: [INCORPORATOR NAME] (the "Incorporator"), an individual / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [REGISTERED AGENT NAME] (the "Registered Agent"), an individual / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. ARTICLES OF INCORPORATION OF [CORPORATION NAME]

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of [STATE/PROVINCE].

2. NAME

The name of the corporation shall be:

3. NATURE OF BUSINESS

This corporation may engage in or transact any and all lawful activities or business permitted under the laws of [COUNTRY], the State of [STATE/PROVINCE], or any other state, county, territory or nation.

4. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is [NUMBER] shares of common stock having a par value of [VALUE] per share.

5. ADDRESS

The street address of the initial registered office of the corporation shall be: [ADDRESS] and the name of the initial Registered Agent for the corporation at that address is: [NAME]

6. SPECIAL PROVISIONS

The stock of this corporation is intended to qualify under the requirements of Section [NUMBER] of the [LAW OR CODE] and the regulations issued thereunder. Such actions as may be necessary shall be deemed to have been taken by the appropriate officers to accomplish this compliance.

7. TERM OF EXISTENCE

OBJECTION MY LORD

This corporation shall exist perpetually.

8. LIMITATION OF LIABILITY

Each director, stockholder and officer, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him in connection with the defense of, or for advice concerning any claim asserted or proceeding brought

against him by reason of his being or having been a director, stockholder or officer of the corporation or of any subsidiary of the corporation, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director,

stockholder or officer may be entitled as a matter of law.

9. SELF DEALING

No contract or other transaction between the corporation and other corporations, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the corporation is or are interested in a contract or transaction, or are directors or officers of any other corporation, and any director or directors, individually or jointly, may be a party or parties to, or may be interested in

such contract, act or transaction, or in any way connected with such person or person's firm or corporation, and each and every person who may become a director of the corporation is hereby

relieved from any liability that might otherwise exist from this contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested. Any director of the corporation may vote upon any transaction with the corporation without regard to the fact

that he is also a director of such subsidiary or corporation.

This corporation shall have a minimum of [NUMBER] director(s). The initial Board of Directors shall consist of:

[NAME] and [FUNCTION]

[NAME] and [FUNCTION]

10. DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT

ISAAC CHRISTOPHER LUBOGO

The Registered Agent agrees and accepts service of process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above designated address) in some conspicuous place in the office as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

INCORPORATOR

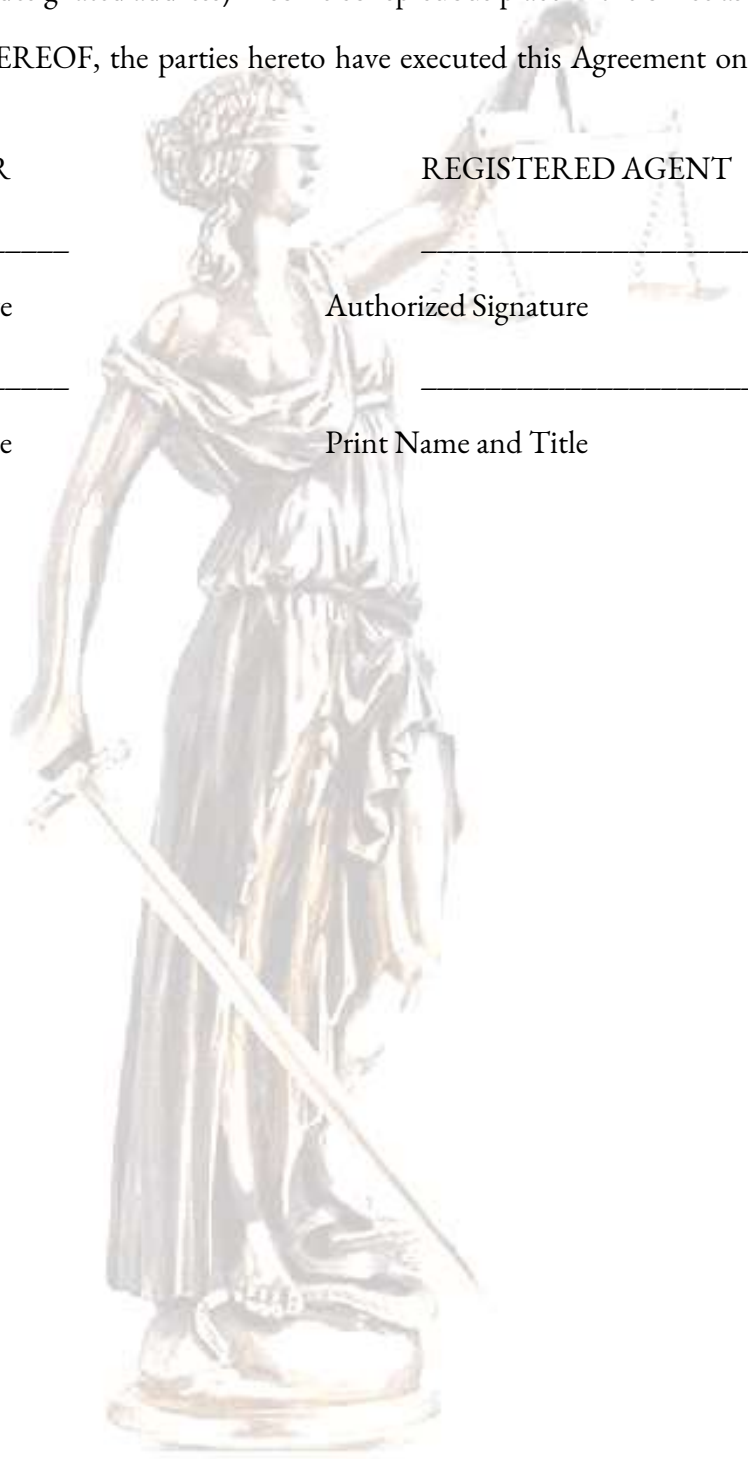
REGISTERED AGENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ACKNOWLEDGMENT

State of [STATE]

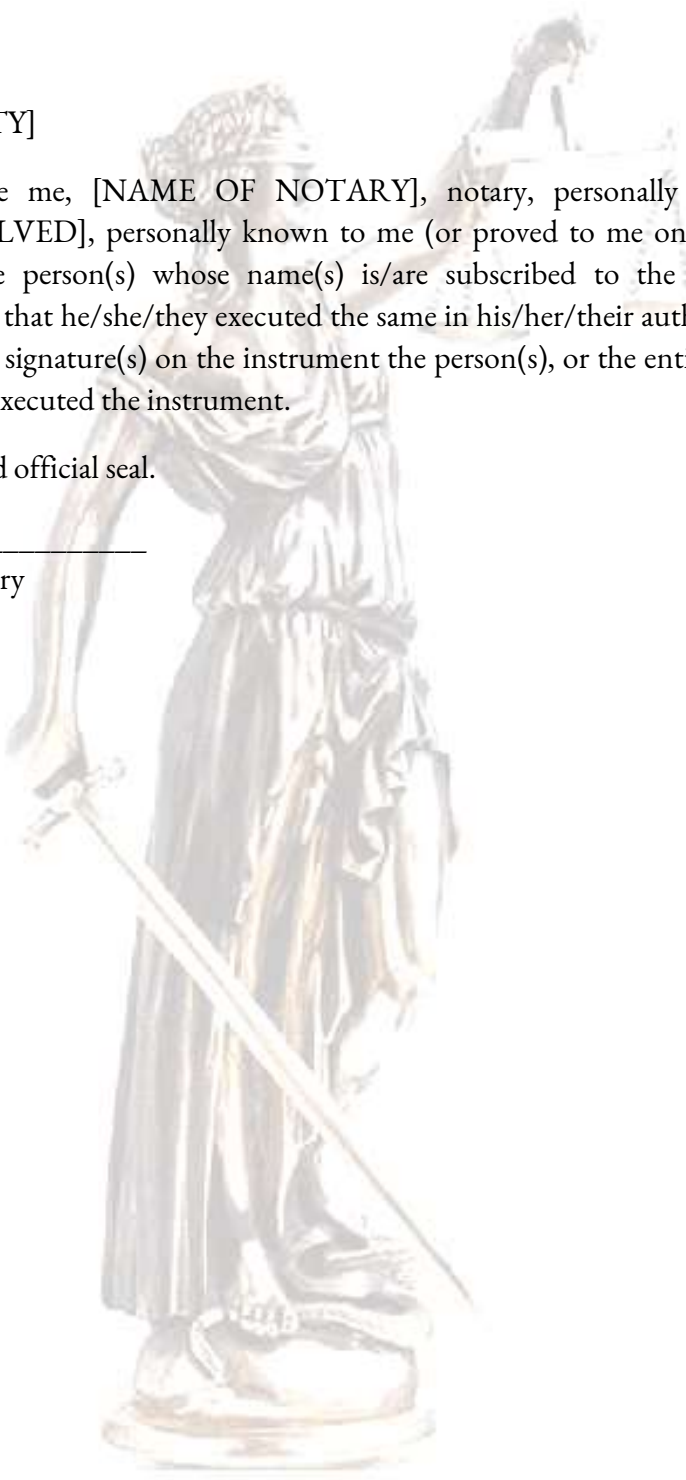
County of [COUNTY]

On [DATE] before me, [NAME OF NOTARY], notary, personally appeared [NAME OF PERSON(S) INVOLVED], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: _____
Notary

(Seal)



BY-LAWS OF [CORPORATION]

These By-Laws of [CORPORATION] (the “Agreement”) are made and effective [DATE].

1. CORPORATE OFFICES

1.1. Principal Office

The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of [STATE/PROVINCE]. If the principal executive office is located outside [STATE/PROVINCE] and the corporation has one or more business offices in [STATE/PROVINCE], then the Board of Directors shall fix and designate a principal business office in [STATE/PROVINCE].

1.2. Other Offices

The Board of Directors may at any time establish branch or subordinate offices at any place or places.

2. MEETINGS OF SHAREHOLDERS

2.1. Place Of Meetings

All meetings of shareholders shall be held at any place within or outside the State of [STATE/PROVINCE] designated by the Board of Directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation or at any place consented to in writing by all persons entitled to vote at such meeting, given before or after the meeting and filed with the Secretary of the corporation.

2.2. Annual Meeting

An annual meeting of shareholders shall be held each year on a date and at a time designated by the Board of Directors. At that meeting, directors shall be elected. Any other proper business may be transacted at the annual meeting of shareholders.

2.3. Special Meetings

Special meetings of the shareholders may be called at any time, subject to the provisions of Sections 2.4 and 2.5 of these By-Laws, by the Board of Directors, the Chairman of the Board, the President or the holders of shares entitled to cast not less than [%] of the votes at that meeting.

If a special meeting is called by anyone other than the Board of Directors or the President or the Chairman of the Board, then the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by other written communication to the Chairman of the Board, the President, any

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Vice President or the Secretary of the corporation. The officer receiving the request forthwith shall cause notice to be given to the shareholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of these By-Laws, that a meeting will be held at the time requested by the person or persons calling the meeting, so long as that time is not less than [NUMBER] nor more than [NUMBER] days after the receipt of the request. If the notice is not given within [NUMBER] days after receipt of the request, then the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the Board of Directors may be held.

2.4. Notice Of Shareholders' Meetings

All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 2.5 of these By-Laws not less than [NUMBER] (or, if sent by third-class mail pursuant to Section 2.5 of these By-Laws, not less than [NUMBER] nor more than [NUMBER] days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and no business other than that specified in the notice may be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of the mailing of the notice, intends to present for action by the shareholders, but, subject to the provisions of the next paragraph of this Section 2.4, any proper matter may be presented at the meeting for such action. The notice of any meeting at which Directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by the Board for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, (ii) an amendment of the Articles of Incorporation, , (iii) a reorganization of the corporation, (iv) a voluntary dissolution of the corporation, or (v) a distribution in dissolution other than in accordance with the rights of any outstanding preferred shares, then the notice shall also state the general nature of that proposal.

2.5. Manner Of Giving Notice; Affidavit Of Notice

Notice of a shareholders' meeting shall be given either personally or by first-class mail, or, if the corporation has outstanding shares held of record by [NUMBER] or more persons on the record date for the shareholders' meeting, notice may be sent by third-class mail, or other means of written communication, addressed to the shareholder at the address of the shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

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If any notice (or any report referenced in Article VII of these By-Laws) addressed to a shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the [COUNTRY] Postal Service marked to indicate that the [COUNTRY] Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the shareholder upon written demand of the shareholder at the principal executive office of the corporation for a period of [NUMBER] year from the date of the giving of the notice.

An affidavit of mailing of any notice or report in accordance with the provisions of this Section 2.5, executed by the Secretary, Assistant Secretary or any transfer agent, shall be prima facie evidence of the giving of the notice or report.

2.6. Quorum

Unless otherwise provided in the Articles of Incorporation of the corporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in the last sentence of the preceding paragraph.

2.7. Adjourned Meeting; Notice

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if its time and place are announced at the meeting at which the adjournment is taken. However, if the adjournment is for more than [NUMBER] days from the date set for the original meeting or if a new record date for the adjourned meeting is fixed, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 2.4 and 2.5 of these By-Laws. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

2.8. Voting

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The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 2.11 of these By-Laws. Elections for directors and voting on any other matter at a shareholders' meeting need not be by ballot unless a shareholder demands election by ballot at the meeting and before the voting begins.

Except as provided in the last paragraph of this Section 2.8, or as may be otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of the shareholders. Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or may vote them against the proposal other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares which the shareholder is entitled to vote. The affirmative vote of the majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the [CODE] or by the Articles of Incorporation.

At a shareholders' meeting at which directors are to be elected, a shareholder shall be entitled to cumulate votes either (i) by giving one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled or (ii) by distributing the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit, if the candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such a notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination. The candidates receiving the highest number of affirmative votes, up to the number of directors to be elected, shall be elected; votes against any candidate and votes withheld shall have no legal effect.

2.9. Validation Of Meetings; Waiver Of Notice; Consent

The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, are as valid as though they had been taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. Neither the business to be transacted at nor the purpose of any annual or special meeting of shareholders need be specified in any written waiver of notice or consent to the holding of the meeting or approval of the minutes thereof, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 2.4 of these By-Laws, the waiver of notice or consent or approval shall

state the general nature of the proposal. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of and presence at that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by the [CODE] to be included in the notice of such meeting but not so included, if such objection is expressly made at the meeting.

2.10. Shareholder Action By Written Consent Without A Meeting

Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors. However, a director may be elected at any time to fill any vacancy on the Board of Directors, provided that it was not created by removal of a director and that it has not been filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors.

All such consents shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxy holders, may revoke the consent by a writing received by the Secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, the Secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 2.5 of these By-Laws. In the case of approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, (ii) indemnification of a corporate agent, (iii) a reorganization of the corporation, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, the notice shall be given at least [NUMBER] days before the consummation of any action authorized by that approval, unless the consents of all shareholders entitled to vote have been solicited in writing.

2.11. Record Date For Shareholder Notice; Voting; Giving Consents

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In order that the corporation may determine the shareholders entitled to notice of any meeting or to vote, the Board of Directors may fix, in advance, a record date, which shall not be more than [NUMBER] days nor less than [NUMBER] days prior to the date of such meeting nor more than [NUMBER] days before any other action. Shareholders at the close of business on the record date are entitled to notice and to vote, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation or the [CODE] .

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record date if the meeting is adjourned for more than [NUMBER] days from the date set for the original meeting.

If the Board of Directors does not so fix a record date:

- i. The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.
- ii. The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action by the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the [NUMBER] day prior to the date of such other action, whichever is later.

The record date for any other purpose shall be as provided in Section 8.1 of these By-Laws.

2.12. Proxies

Every person entitled to vote for directors, or on any other matter, shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Secretary of the corporation. A proxy shall be deemed signed if the shareholder's name or other authorization is placed on the proxy (whether by manual signature, typewriting, telegraphic or electronic transmission or otherwise) by the shareholder or the shareholder's attorney-in-fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) the person who executed the proxy revokes it prior to the time of voting by delivering a writing to the corporation stating that the proxy is revoked or by executing a subsequent proxy and presenting it to the meeting or by attendance at such meeting and voting in person, or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that

proxy is counted; provided, however, that no proxy shall be valid after the expiration of [NUMBER] months from the date thereof, unless otherwise provided in the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed.

2.13. Inspectors Of Election

In advance of any meeting of shareholders, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed or designated or if any persons so appointed fail to appear or refuse to act, then the Chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election (or persons to replace those who so fail to appear) at the meeting. The number of inspectors shall be either [NUMBER] or [NUMBER]. If appointed at a meeting on the request of [NUMBER] or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether [NUMBER] or [NUMBER] inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

3. DIRECTORS

3.1. Powers

Subject to the provisions of the [CODE] and any limitations in the Articles of Incorporation and these By-Laws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

3.2. Number Of Directors

The authorized number of directors of the corporation shall be [NUMBER].

3.3. Election And Term Of Office Of Directors

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At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation, or removal of such a director.

3.4. Removal

The entire Board of Directors or any individual director may be removed from office without cause by the affirmative vote of a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election at which the same total number of votes cast were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

3.5. Resignation And Vacancies

Any director may resign effective upon giving oral or written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

Vacancies on the Board of Directors may be filled by a majority of the remaining directors, or if the number of directors then in office is less than a quorum by (i) unanimous written consent of the directors then in office, (ii) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice, or (iii) a sole remaining director; however, a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum), or by the unanimous written consent of all shares entitled to vote thereon. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified, or until his or her death, resignation or removal.

A vacancy or vacancies in the Board of Directors shall be deemed to exist (i) in the event of the death, resignation or removal of any director, (ii) if the Board of Directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, (iii) if the authorized number of directors is increased, or (iv) if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be elected at that meeting.

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The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent, other than to fill a vacancy created by removal, shall require the consent of the holders of a majority of the outstanding shares entitled to vote thereon. A director may not be elected by written consent to fill a vacancy created by removal except by unanimous consent of all shares entitled to vote for the election of directors.

3.6. Place Of Meetings; Meetings By Telephone

Regular meetings of the Board of Directors may be held at any place within or outside the State of [STATE/PROVINCE] that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board may be held at any place within or outside the State of [STATE/PROVINCE] that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the corporation.

Members of the Board may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all directors participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

3.7. Regular Meetings

Regular meetings of the Board of Directors may be held without notice if the time and place of such meetings are fixed by the Board of Directors.

3.8. Special Meetings; Notice

Subject to the provisions of the following paragraph, special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any [NUMBER] directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail, telegram, charges prepaid, or by fax, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the [COUNTRY] mail at least [NUMBER] days before the time of the holding of the meeting. If the notice is delivered personally or by telephone or by fax or telegram, it shall be delivered personally or by telephone or by fax or to the telegraph company at least [NUMBER] hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting.

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3.9. Quorum

A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 3.11 of these By-Laws. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, subject to the provisions of [SPECIFY] (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), [SECTION OF [CODE] OR LAW] (as to appointment of committees), [SECTION OF [CODE] OR LAW] (as to indemnification of directors), the Articles of Incorporation, and other applicable law.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

3.10. Waiver Of Notice

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A waiver of notice need not specify the purpose of any regular or special meeting of the Board of Directors.

3.11. Adjournment

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

3.12. Notice Of Adjournment

If the meeting is adjourned for more than [NUMBER] hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

3.13. Board Action By Written Consent Without A Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

3.14. Fees And Compensation Of Directors

Directors and members of committees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by resolution of the Board of Directors. This Section 3.14 shall not be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation for those services.

3.15. Approval Of Loans To Officers

If these By-Laws have been approved by the corporation's shareholders in accordance with the [CODE] , the corporation may, upon the approval of the Board of Directors alone, make loans of money or property to, or guarantee the obligations of, any officer of the corporation or of its parent, if any, whether or not a director, or adopt an employee benefit plan or plans authorizing such loans or guaranties provided that (i) the Board of Directors determines that such a loan or guaranty or plan may reasonably be expected to benefit the corporation, (ii) the corporation has outstanding shares held of record by [NUMBER] or more persons (determined as provided in [SECTION OF [CODE]]) on the date of approval by the Board of Directors, and (iii) the approval of the Board of Directors is by a vote sufficient without counting the vote of any interested director or directors. Notwithstanding the foregoing, the corporation shall have the power to make loans permitted by the [CODE] .

4. COMMITTEES

4.1. Committees Of Directors

The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of [NUMBER] or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized number of directors. Any such committee shall have authority to act in the manner and to the extent provided in the resolution of the Board and may have all the authority of the Board, except with respect to:

- i. The approval of any action which, under the [CODE] , also requires shareholders' approval or approval of the outstanding shares.
- ii. The filling of vacancies on the Board of Directors or in any committee.
- iii. The fixing of compensation of the directors for serving on the Board or on any committee.
- iv. The amendment or repeal of these By-Laws or the adoption of new By-Laws.
- v. The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable.

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- vi. A distribution to the shareholders of the corporation, except at a rate, in a periodic amount or within a price range set forth in the Articles of Incorporation or determined by the Board of Directors.
- vii. The appointment of any other committees of the Board of Directors or the members thereof.

4.2. Meetings And Action Of Committees

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these By-Laws, Section 3.6 (place of meetings), Section 3.7 (regular meetings), Section 3.8 (special meetings and notice), Section 3.9 (quorum), Section 3.10 (waiver of notice), Section 3.11 (adjournment), Section 3.12 (notice of adjournment), and Section 3.13 (action without meeting), with such changes in the context of those By-Laws as are necessary to substitute the committee and its members for the Board of Directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the Board of Directors, and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these By-Laws.

5. OFFICERS

5.1. Officers

The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3 of these By-Laws. Any number of offices may be held by the same person.

5.2. Appointment Of Officers

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5 of these By-Laws, shall be chosen by the Board and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

5.3. Subordinate Officers

The Board of Directors may appoint, or may empower the Chairman of the Board or the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold

office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

5.4. Removal And Resignation Of Officers

Subject to the rights, if any, of an officer under any contract of employment, all officers serve at the pleasure of the Board of Directors and any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting of the Board or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5. Vacancies In Offices

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to that office.

5.6. Chairman Of The Board

The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors or as may be prescribed by these By-Laws. If there is no President, then the Chairman of the Board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 5.7 of these By-Laws.

5.7. President

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the corporation. The President shall preside at all meetings of the shareholders and, in the absence or nonexistence of a Chairman of the Board, at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws.

5.8. Vice Presidents

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In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a Vice President designated by the Board of Directors, shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these By-Laws, the President or the Chairman of the Board.

5.9. Secretary

The Secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors, committees of directors and shareholders. The minutes shall show the time and place of each meeting, whether regular or special, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation. The Secretary shall give notice of all meetings of the shareholders and of the Board of Directors required to be given by law or by these By-Laws. The Secretary shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-Laws.

5.10. Chief Financial Officer

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares.

The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-Laws.

6. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

6.1. Indemnification Of Directors

The corporation shall, to the maximum extent and in the manner permitted by the [CODE], indemnify each of its directors against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in [SECTION OF [CODE] OR LAW]), arising by reason of the fact that such person is or was a director of the corporation. For purposes of this Article VI, a director of the corporation includes any person (i) who is or was a director of the corporation, (ii) who is or was serving at the request of the corporation as a director of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was a director of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.2. Indemnification Of Others

The corporation shall have the power, to the extent and in the manner permitted by the [CODE], to indemnify each of its employees, officers, and agents (other than directors) against expenses (as defined in [SECTION OF [CODE] OR LAW]), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined [SECTION OF [CODE] OR LAW]), arising by reason of the fact that such person is or was an employee, officer, or agent of the corporation. For purposes of this Article VI, an employee or officer or agent of the corporation (other than a director) includes any person (i) who is or was an employee, officer, or agent of the corporation, (ii) who is or was serving at the request of the corporation as an employee, officer, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was an employee, officer, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.3. Payment Of Expenses In Advance

Expenses and attorneys' fees incurred in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Section 6.1, or if otherwise authorized by the Board of Directors, shall be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

6.4. Indemnity Not Exclusive

The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of shareholders or directors or otherwise, both as to action in an official capacity and as to action in another

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capacity while holding such office. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

6.5. Insurance Indemnification

The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against or incurred by such person in such capacity or arising out of that person's status as such, whether or not the corporation would have the power to indemnify that person against such liability under the provisions of this Article VI.

6.6. Conflicts

No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears:

- i. That it would be inconsistent with a provision of the Articles of Incorporation, these By-Laws, a resolution of the shareholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- ii. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

6.7. Right To Bring Suit

If a claim under this Article is not paid in full by the corporation within [NUMBER] days after a written claim has been received by the corporation (either because the claim is denied or because no determination is made), the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. The corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the [CODE] for the corporation to indemnify the claimant for the claim. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because he or she has met the applicable standard of conduct, if any, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met the

applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

6.8. Indemnity Agreements

The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board of Directors so determines and to the extent permitted by applicable law, greater than, those provided for in this Article VI.

6.9. Amendment, Repeal Or Modification

Any amendment, repeal or modification of any provision of this Article VI shall not adversely affect any right or protection of a director or agent of the corporation existing at the time of such amendment, repeal or modification.

7. RECORDS AND REPORTS

7.1. Maintenance And Inspection Of Share Register

The corporation shall keep either at its principal executive office or at the office of its transfer agent or registrar (if either be appointed), as determined by resolution of the Board of Directors, a record of its shareholders listing the names and addresses of all shareholders and the number and class of shares held by each shareholder.

The record of shareholders shall also be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate.

A shareholder or shareholders of the corporation holding at least [%] in the aggregate of the outstanding voting shares of the corporation or who hold at least [%] of such voting shares and have filed a Schedule [IDENTIFY] with the [GOVERNMENT AGENCY] relating to the election of directors, shall have an absolute right to do either or both of the following (i) inspect and copy the record of shareholders' names, addresses, and shareholdings during usual business hours upon [NUMBER] days' prior written demand upon the corporation, or (ii) obtain from the transfer agent for the corporation, upon written demand and upon the tender of such transfer agent's usual charges for such list (the amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses who are entitled to vote for the election of directors, and their shareholdings, as of

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the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The list shall be made available on or before the later of [NUMBER] business days after the demand is received or the date specified therein as the date as of which the list is to be compiled.

Any inspection and copying under this Section 7.1 may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

7.2. Maintenance And Inspection Of By-Laws

The corporation shall keep at its principal executive office or, if its principal executive office is not in the State of [STATE/PROVINCE], at its principal business office in [STATE/PROVINCE], the original or a copy of these By-Laws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of [STATE/PROVINCE] and the corporation has no principal business office in such state, then it shall, upon the written request of any shareholder, furnish to such shareholder a copy of these By-Laws as amended to date.

7.3. Maintenance And Inspection Of Other Corporate Records

The accounting books and records and the minutes of proceedings of the shareholders and the Board of Directors, and committees of the Board of Directors shall be kept at such place or places as are designated by the Board of Directors or, in absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

The minutes and accounting books and records shall be open to inspection upon the written demand on the corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as the holder of a voting trust certificate. Such inspection by a shareholder or holder of a voting trust certificate may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts. Such rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

7.4. Inspection By Directors

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation and each of its subsidiary corporations, domestic or foreign. Such inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts.

7.5. Annual Report To Shareholders; Waiver

The Board of Directors shall cause an annual report to be sent to the shareholders not later than [NUMBER] days after the close of the fiscal year adopted by the corporation. Such report shall be sent to the shareholders at least [NUMBER] (or, if sent by third-class mail, [NUMBER]) days prior to the annual meeting of shareholders to be held during the next fiscal year and in the manner specified in Section 2.5 of these By-Laws for giving notice to shareholders of the corporation.

The annual report shall contain a balance sheet as of the end of the fiscal year and an income statement and statement of changes in financial position for the fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that the statements were prepared without audit from the books and records of the corporation.

The foregoing requirement of an annual report shall be waived so long as the shares of the corporation are held by fewer than [NUMBER] holders of record.

7.6. Financial Statements

If no annual report for the fiscal year has been sent to shareholders, then the corporation shall, upon the written request of any shareholder made more than [NUMBER] days after the close of such fiscal year, deliver or mail to the person making the request, within [NUMBER] days thereafter, a copy of a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

A shareholder or shareholders holding at least [%] of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than [NUMBER] days prior to the date of the request and a balance sheet of the corporation as of the end of that period. The statements shall be delivered or mailed to the person making the request within [NUMBER] days thereafter. A copy of the statements shall be kept on file in the principal office of the corporation for [NUMBER] months and it shall be exhibited at all reasonable times to any shareholder demanding an examination of the statements or a copy shall be mailed to the shareholder. If the corporation has not sent to the shareholders its annual report for the last fiscal year, the statements referred to in the first paragraph of this Section 7.6 shall likewise be delivered or mailed to the shareholder or shareholders within [NUMBER] days after the request.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that the financial statements were prepared without audit from the books and records of the corporation.

7.7. Representation Of Shares Of Other Corporations

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The Chairman of the Board, the President, any Vice President, the Chief Financial Officer, the Secretary or Assistant Secretary of this corporation, or any other person authorized by the Board of Directors or the President or a Vice President, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

8. GENERAL MATTERS

8.1. Record Date For Purposes Other Than Notice And Voting

For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than with respect to notice or voting at a shareholders meeting or action by shareholders by written consent without a meeting), the Board of Directors may fix, in advance, a record date, which shall not be more than [NUMBER] days prior to any such action. Only shareholders of record at the close of business on the record date are entitled to receive the dividend, distribution or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation or the [CODE] .

If the Board of Directors does not so fix a record date, then the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto or the [NUMBER] day prior to the date of that action, whichever is later.

8.2. Checks; Drafts; Evidences Of Indebtedness

From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.3. Corporate Contracts And Instruments: How Executed

The Board of Directors, except as otherwise provided in these By-Laws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.4. Certificates For Shares

A certificate or certificates for shares of the corporation shall be issued to each shareholder when any of such shares are fully paid. The Board of Directors may authorize the issuance of certificates for shares partly paid provided that these certificates shall state the total amount of the consideration to be paid for them and the amount actually paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the Vice Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be by facsimile.

In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

8.5. Lost Certificates

Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation or its transfer agent or registrar and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed (as evidenced by a written affidavit or affirmation of such fact), authorize the issuance of replacement certificates on such terms and conditions as the Board may require; the Board may require indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

8.6. Construction; Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the [CODE] shall govern the construction of these By-Laws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term person includes both a corporation and a natural person.

9. AMENDMENTS

9.1. Amendment By Shareholders

New By-Laws may be adopted or these By-Laws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the

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Articles of Incorporation of the corporation set forth the number of authorized Directors of the corporation, then the authorized number of Directors may be changed only by an amendment of the Articles of Incorporation.

9.2. Amendment By Directors

Subject to the rights of the shareholders as provided in Section 9.1 of these By-Laws, By-Laws, other than a By-Law or an amendment of a By-Law changing the authorized number of directors (except to fix the authorized number of directors pursuant to a By-Law providing for a variable number of directors), may be adopted, amended or repealed by the Board of Directors.

9.3. Record Of Amendments

Whenever an amendment or new By-Law is adopted, it shall be copied in the book of minutes with the original By-Laws. If any By-Law is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CERTIFICATION OF BY-LAWS

Reference in these By-Laws to any provision of the [STATE/PROVINCE] Corporations [CODE] shall be deemed to include all amendments thereof.

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of [Name of Corporation], a [STATE/PROVINCE] corporation.
2. That the foregoing By-Laws constitute the By-Laws of said corporation as adopted by the Directors of said corporation by unanimous written consent at a duly called and held meeting of the Board of Directors on [DATE].
3. The foregoing By-Laws were also adopted by the shareholders of said corporation by unanimous written consent at a duly called and held meeting of the shareholders on [DATE].

IN WITNESS WHEREOF, I have hereunto subscribed my name this [DAY] of [DATE].

SECRETARY

Authorized Signature

Print Name and Title

CERTIFICATE OF INCORPORATION OF [NAME]

This Certificate of Incorporation of [NAME] (the "Agreement") is made and effective [DATE],

BY: [INCORPORATOR NAME] (the "Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. NAME OF CORPORATION

The name of the corporation is [Name of Corporation].

2. ADDRESS OF CORPORATION

The address of the registered office of the corporation in the State of [STATE/PROVINCE]. The name of its registered agent at that address is [NAME].

3. PURPOSE OF CORPORATION

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

4. TOTAL NUMBER AND VALUE OF SHARES

The total number of shares of stock which the corporation has authority to issue is [NUMBER] shares, all of which shall be Common Stock, [AMOUNT] par value per share.

5. BOARD OF DIRECTORS

The Board of Directors of the corporation shall have the power to adopt, amend or repeal By-Laws of the corporation, but the stockholders may make additional By-Laws and may alter or repeal any By-Law whether adopted by them or otherwise.

6. ELECTION OF DIRECTORS

Election of directors need not be by written ballot except and to the extent the By-Laws of the corporation shall so provide.

7. LIABILITIES

To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Without

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limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorized the further elimination or limitation of the liability of a director, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

INCORPORATOR

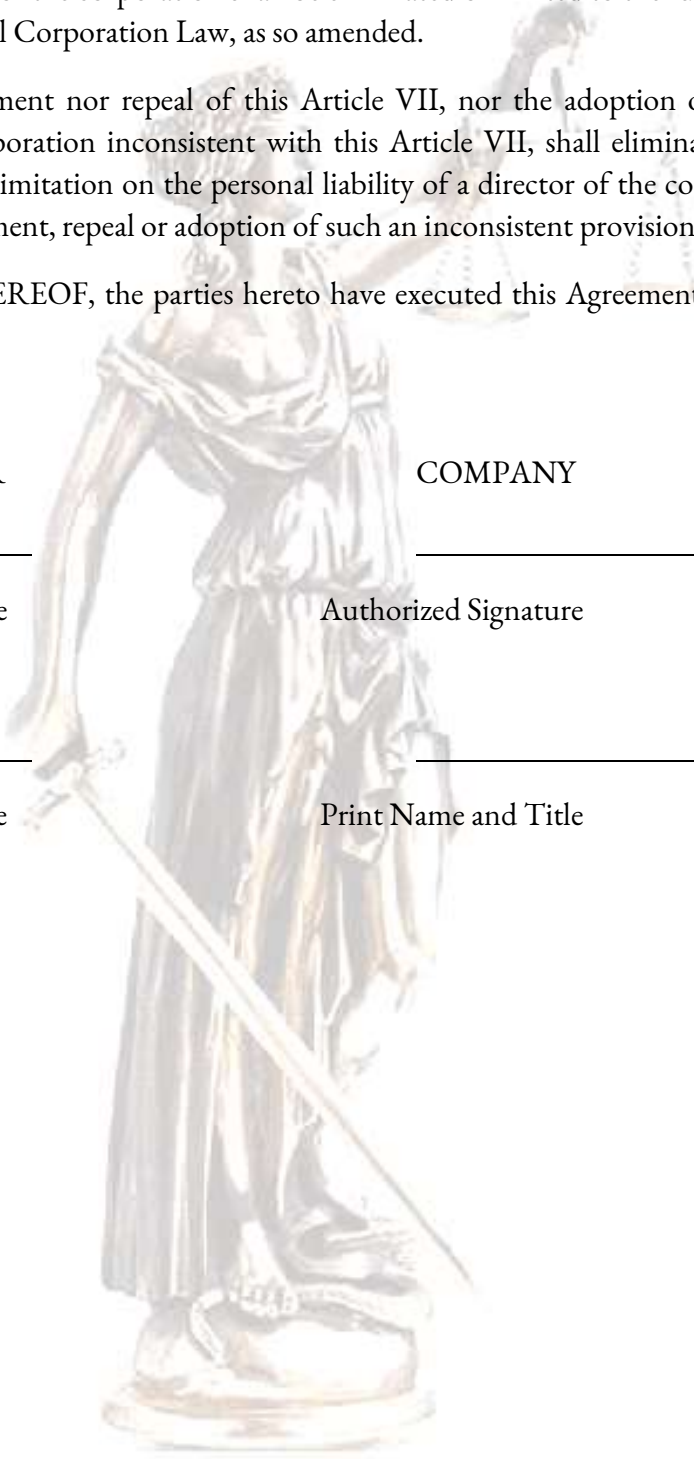
COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OBJECTION MY LORD

PRE-INCORPORATION AGREEMENT

This Pre-Incorporation Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [FIRST PARTNER NAME] (the "First Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTNER NAME] (the "Second Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [THIRD PARTNER NAME] (the "Third Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

First Partner now owns and operates a [DESCRIBE] business in [STATE/PROVINCE] known as [DESCRIBE] Company, and he [she] would like to incorporate that business and Second Partner and Third Partner agree to take a certain amount of the stock in the corporation.

TERMS

1. Company has been inventoried by the above-named parties and it is agreed between them that Company, including all personal property, namely: [DESCRIBE], and everything used and kept in business, including all book accounts, is to show a value of [VALUE] net and is to be taken in by corporation at those figures.
2. Second Partner agrees to pay in cash the amount of [AMOUNT], the receipt of which is acknowledged, and from the date of signing this contract is an owner of an undivided one-half interest in [DESCRIBE] as set forth above.
3. It is agreed to incorporate the company under the laws of the State of [STATE/PROVINCE] for [AMOUNT], and that stock shall be issued [AMOUNT] to First Partner and [AMOUNT] to Second Partner as their interest may appear.
4. It is agreed that when corporation is formed, and stock issued, First Partner will sell to Third Partner, [AMOUNT] of stock, and Second Partner agrees to sell an equal amount of stock to Third Partner, the intention being that as soon as the corporation is incorporated all of the above-named parties are to have an equal amount of stock in the corporation.
5. It is agreed by Third Partner that he [she] will purchase the above-described stock as set forth, paying for it by giving an individual note to the respective parties for the amount of stock received from them, and that the stock will be deposited with them as collateral security for payment of the note.

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The note will be dated [DATE], and due three years from that date with interest at [%] percent and until the corporation is completed. Third Partner is a partner to a [%] interest in the business.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FIRST PARTNER

Authorized Signature

Print Name and Title

SECOND PARTNER

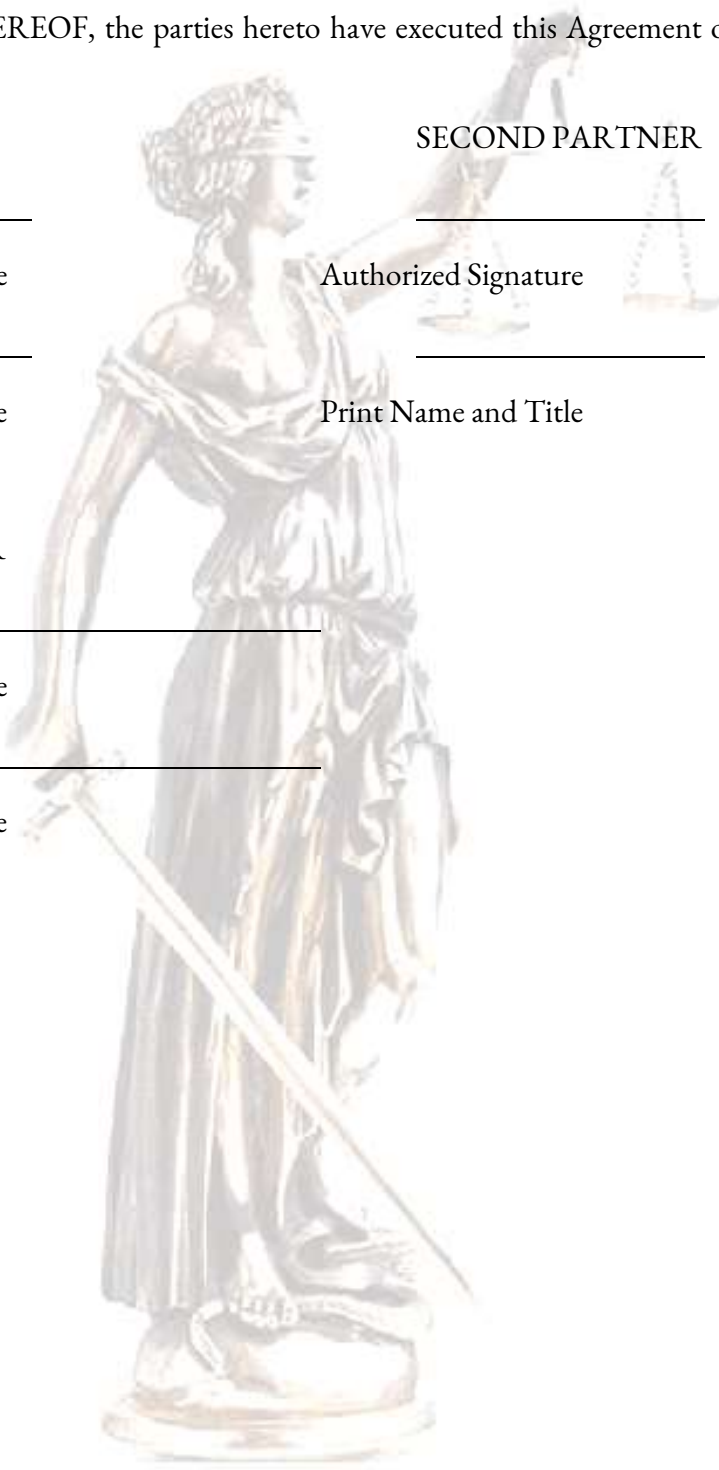
Authorized Signature

Print Name and Title

THIRD PARTNER

Authorized Signature

Print Name and Title



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PRE-INCORPORATION DESIGNATION OF DIRECTORS

This Pre-Incorporation Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [FIRST INCORPORATOR NAME] (the "First Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND INCORPORATOR NAME] (the "Second Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. All the parties to this Pre-Incorporation Agreement shall be the first directors of the corporation upon its organization, and shall serve as such until their several successors are elected and qualify pursuant to the bylaws of the corporation. The first directors shall [serve without remuneration or each receive the sum of [AMOUNT] for each meeting of the board, regular or special, actually attended or as the case may be].
2. [Name], one of the first directors of the corporation, shall serve as its general manager until [his or her] successor is duly selected and qualified, shall perform all services required of [him or her] in the general management and operation of the business of the corporation, and shall receive for such services as general manager a salary of [AMOUNT] of [month or year].
3. The By-laws shall provide that the officers of the corporation shall consist of a president, a vice-president, and a secretary-treasurer [add other officers, as required]. The first officers of the corporation, who shall take office and serve immediately upon its formation and until duly relieved by the board of directors, shall be [name], president; [name], vice-president; [name], secretary-treasurer; [add other appointees, if any]. Until and unless the board of directors otherwise provides, the [monthly or yearly] salaries of the officers shall be as follows:

President: [AMOUNT]

Vice-president: [AMOUNT]

Secretary-treasurer: [AMOUNT]

Pending specification of the duties of the corporate officers in the By-laws, they shall perform the duties customarily performed by such officers in similar business corporations.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FIRST INCORPORATOR

SECOND INCORPORATOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



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SHAREHOLDERS AGREEMENT

This Shareholders Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [FIRST SHAREHOLDER NAME] (the "First Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND SHAREHOLDER NAME] (the "Second Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [THIRD SHAREHOLDER NAME] (the "Third Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WITNESSETH:

WHEREAS, the present distribution of shares of the Corporation is as follows:

Name	Number of Shares

WHEREAS, in order to insure the harmonious and successful management and control of the Company, and to provide for an orderly and fair disposition of shares of common stock of the Company now or hereafter owned by any Shareholder;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and intending to be legally bound, the parties hereby agree as follows:

1. Definitions

"Offering Shareholder" means any Shareholder, or his personal representatives, heirs, administrators, and executors, as the case may be, who pursuant to this Agreement must or does offer all or any of his Shares to the Company or the Continuing Shareholders.

"Continuing Shareholders" means all Shareholders other than an Offering Shareholder.

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"Shares" means shares of Common Stock of the Company now or hereafter owned by any Shareholder.

"Buyer" means the Company or those Continuing Shareholders who purchase an Offering Shareholder's Shares pursuant to this Agreement.

"Management Shareholder" means First Shareholder, Second Shareholder and Third Shareholder.

2. Purchase for Investment

Each Shareholder represents and warrants that he is acquiring and has acquired his Shares for his own account for investment and not with a view to, or for resale in connection with, any distribution thereof or with any present intent of selling any portion thereof.

3. Transfers of Shares

A Shareholder may not transfer, give, convey, sell, pledge, bequeath, donate, assign, encumber or otherwise dispose of any Shares except pursuant to this Agreement.

3.1. Transfers to the Company

Notwithstanding anything to the contrary contained in this Agreement, a Shareholder may give, sell, transfer or otherwise dispose of all or any of his Shares to the Company at such price and on such terms and conditions as such Shareholder and the Board of Directors of the Company may agree.

3.2. Transfer to Others

Except as provided for in Paragraph 3.1 above, a Shareholder desiring to dispose of some or all of his Shares may do so only pursuant to a bona fide offer to purchase (the "Offer") and after compliance with the following provisions. Such Shareholder shall first give written notice to the Company and the other Shareholders of his intention to dispose of his Shares, identifying the number of Shares he desires to dispose of, the proposed purchase price per Share and the name of the proposed purchaser and attaching an exact copy of the Offer received by such Shareholder.

3.3. The Company's Right to Purchase

The Company shall have the exclusive right to purchase all of the Shares which the Offering Shareholder proposes to sell at the proposed purchase price per Share. The Company shall exercise this right to purchase by giving written notice to the Offering Shareholder (with a copy thereof to each of the Continuing Shareholders) within [NUMBER] days after receipt of the notice from the Offering Shareholder (the "[NUMBER] Day Period") that the Company elects to purchase the Shares subject to the Offer and setting forth a date and time for closing which shall be not later than [NUMBER] days after the date of such notice from the Company. At the time of closing, the Offering Shareholder shall deliver to the Company certificates representing the Shares to be sold, together with stock powers duly

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endorsed in blank. The Shares shall be delivered by the Offering Shareholder free of any and all liens and encumbrances. All transfer taxes and documentary stamps shall be paid by the Offering Shareholder.

3.4. The Continuing Shareholders Right to Purchase

If the Company fails to exercise its right to purchase pursuant to subparagraph (i) above, the Continuing Shareholders shall have the right for an additional period of [NUMBER] days (the "Additional [NUMBER] Day Period") commencing at the expiration of the [NUMBER] Day Period to purchase the Shares which the Offering Shareholder proposes to sell at the proposed purchase price per Share. The Continuing Shareholders shall exercise this right to purchase by giving written notice to the Offering Shareholder prior to the expiration of the Additional [NUMBER] Day Period that they elect to purchase his Shares and setting forth a date and time for closing which shall be not later than [NUMBER] days after the expiration of the Additional [NUMBER] Day Period. Any purchase of Shares by all or some of the Continuing Shareholders shall be made in such proportion as they might agree among themselves or, in the absence of any such agreement, pro rata in proportion to their ownership of Shares of the Company (excluding the Offering Shareholder's Shares) at the time of such offer, but in any event one or more of the Continuing Shareholders must agree to purchase all the Shares which the Offering Shareholder proposes to sell. At the time of closing, the Offering Shareholder shall deliver to Buyer certificates representing the Shares to be sold, together with stock powers duly endorsed in blank. Said Shares shall be delivered by the offering Shareholder free and clear of any and all liens and encumbrances. All transfer taxes and documentary stamps shall be paid by the Offering Shareholder.

3.5. Performance of Acceptance

When exercising the rights granted in Paragraphs 3.2 hereof, Buyer must elect to purchase all Shares which the Offering Shareholder proposes to sell for the price and upon the same terms for payment of the price as are set forth in the Offer; provided, however, that if said offer received by the Offering Shareholder shall provide for any act or action to be done or performed by the party making such Offer at any time before or within [NUMBER] days after the last day for exercise of Buyer's right to purchase pursuant to Paragraphs 3.2 hereof, then the Buyer shall be deemed to have complied with the terms and conditions of such Offer if Buyer does or performs such act or action within [NUMBER] days after the last day for exercise of Buyer's right to purchase pursuant to Paragraphs 3.2 hereof.

3.6. Sale to Third Party

If either the Company or some or all of the Continuing Shareholders do not elect to purchase all of the Shares which the Offering Shareholder proposes to sell, the Offering Shareholder may accept the Offer which the Offering Shareholder mailed with his notice to the Company pursuant to Paragraph 3.2 hereof and transfer all (but not less than all) of the Shares which he proposes to sell pursuant thereto on the same terms and conditions set forth in such Offer, provided that any transferee of such Shares shall

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be bound by this Agreement, and further provided that if such sale is not completed within [NUMBER] days after the date notice is received by the Company under Paragraph 3.2 hereof, all such Shares shall again become subject to the restrictions and provisions of this Agreement.

3.7. Right of Co-Sale

Notwithstanding any other provision hereof, in the event the Offering Shareholder receives an Offer from an unaffiliated third party (the "Offeror") to purchase from such Shareholder not less than [%] of the Shares owned by such Shareholder and such Shareholder intends to accept such Offer, the Offering Shareholder shall, after complying with the provisions of Paragraph 3.2 above and before accepting such Offer, forward a copy of such Offer to the Company and each of the Continuing Shareholders. The Offering Shareholder shall not sell any such Shares to the Offeror unless the terms of the Offer are extended by the Offeror to the Continuing Shareholders pro rata in proportion to their ownership of Shares of the Company (excluding the Offering Shareholder's Shares) at the time of such Offer. The Continuing Shareholders shall have [NUMBER] days from the date of the foregoing Offer to accept such Offer.

First Shareholder, Second Shareholder and Third Shareholder may each during their lifetimes transfer all, but not less than all, of their Shares to said Shareholder's spouse or a lineal descendant of such Shareholder, so long as prior to such transfer (i) such person, the Company, and all the Shareholders amend this Agreement to the reasonable satisfaction of such person, the Company and all the Shareholders to provide the parties to this Agreement with the rights, remedies and effect provided in this Agreement as if no such transfer had occurred, and (ii) the proposed transferee agrees in a writing satisfactory to the Company and all Shareholders that such person shall vote for First Shareholder, Second Shareholder and Third Shareholder (or their nominees) as directors of the Company and shall be bound by all the terms and conditions of this Agreement.

4. Right of First Refusal

- a. Except in the case of Excluded Securities (as defined below), the Company shall not issue, sell or exchange, agree to issue, sell or exchange, or reserve or set aside for issuance, sale or exchange, any (i) shares of Common Stock or any other equity security of the Company which is convertible into Common Stock or any other equity security of the Company, (ii) any debt security of the Company which is convertible into Common Stock or any other equity security of the Company, or (iii) any option, warrant or other right to subscribe for, purchase or otherwise acquire any equity security or any such debt security of the Company, unless in each case the Company shall have first offered to sell to each Shareholder, pro rata in proportion to such Shareholder's then ownership of Shares of the Company, such securities (the "Offered Securities") (and to sell thereto such Offered Securities not subscribed for by the other Shareholders as hereinafter provided), at a price and on such other terms as shall have been specified by the Company in writing delivered to such Shareholder (the "Stock Offer"), which Stock Offer by its terms shall remain open and irrevocable for a period of [NUMBER] days

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(subject to extension pursuant to the last sentence of subsection (b) below) from the date it is delivered by the Company to the Shareholder.

- b. Notice of each Shareholder's intention to accept, in whole or in part, a Stock Offer shall be evidenced by a writing signed by such Shareholder and delivered to the Company prior to the end of the [NUMBER]-day period of such Stock Offer, setting forth such portion of the Offered Securities as such Shareholder elects to purchase (the "Notice of Acceptance"). If any Shareholder shall subscribe for less than his pro rata share of the Offered Securities to be sold, the other subscribing Shareholders shall be entitled to purchase the balance of that Shareholder's pro rata share in the same proportion in which they were entitled to purchase the Offered Securities in the first instance (excluding for such purposes such Shareholder), provided any such other Shareholder elected by a Notice of Acceptance to purchase all of his pro rata share of the Offered Securities. The Company shall notify each Shareholder within [NUMBER] days following the expiration of the [NUMBER]-day period described above of the amount of Offered Securities which each Shareholder may purchase pursuant to the foregoing sentence, and each Shareholder shall then have [NUMBER] days from the delivery of such notice to indicate such additional amount, if any, that such Shareholder wishes to purchase.
- c. In the event that Notices of Acceptance are not given by the Shareholders in respect of all the Offered Securities, the Company shall have [NUMBER] days from the expiration of the foregoing [NUMBER]-day or [NUMBER]-day period, whichever is applicable, to sell all or any part of such Offered Securities as to which a Notice of Acceptance has not been given by the Shareholders (the "Refused Securities") to any other person or persons, but only upon terms and conditions in all respects, including, without limitation, unit price and interest rates, which are no more favorable, in the aggregate, to such other person or persons or less favorable to the Company than those set forth in the Stock Offer. Upon the closing, which shall include full payment to the Company, of the sale to such other person or persons of all the Refused Securities, the Shareholders shall purchase from the Company, and the Company shall sell to the Shareholders the Offered Securities in respect of which Notices of Acceptance were delivered to the Company by the Shareholders, at the terms specified in the Stock Offer.
- d. In each case, any Offered Securities not purchased by the Shareholders or other person or persons in accordance with Section 4(c) may not be sold or otherwise disposed of until they are again offered to the Shareholders under the procedures specified in Sections 4(a), (b) and (c).
- e. The rights of the Shareholders under this Section 4 shall not apply to the following securities (the "Excluded Securities"):

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- i. Any (A) shares of Common Stock or any other equity security of the Company which is convertible into Common Stock or any other equity security of the Company, (B) debt security of the Company which is convertible into Common Stock or any other equity security of the Company, or (C) option, warrant or other right to subscribe for, purchase or otherwise acquire any equity security or any such debt security of the Company (collectively, an "Equity Security") if the issuance of such Equity Security does not alter the respective proportions of ownership (on a fully diluted basis) by First Shareholder, Second Shareholder and Third Shareholder, as among themselves, of Equity Securities immediately prior to the issuance of such Equity Security;
- ii. Common Stock issued as a stock dividend or upon any stock split or other subdivision or combination of the outstanding shares of Common Stock;
- iii. Securities issued pursuant to the acquisition by the Company of another corporation to the stockholders of such other corporation by merger or purchase of substantially all of the assets whereby the Company owns not less than [%] of the voting power of such other corporation; and

5. Sale Or Redemption Upon Termination of Employment, Disability Or Death

Upon the termination of a Management Shareholder's employment or other relationship with the Company (including without limitation, any position as an officer, director, consultant, joint venturer, independent contractor, or promoter to or of the Company) for whatever reason, the Disability (as defined below) of a Management Shareholder, or the death of a Management or Non-management Shareholder (any such event hereinafter a "Triggering Event"), such Shareholder (or his heirs, executors, guardian or personal representative) within [NUMBER] days after the Triggering Event shall offer to sell all, but not less than all, of the Shares owned by the Shareholder. Each offer shall be made to the Company in writing and shall exist for a period of [NUMBER] days after such offer has been received by the Company. If the Company fails to purchase all of the Shares offered, the offer to sell shall be made in writing to all of the Continuing Shareholders in such proportion as the Continuing Shareholders may agree among themselves, or in the absence of agreement, pro rata in proportion to their then ownership of Shares of the Company (excluding the Offering Shareholder's (Shares), and shall exist for a period of [NUMBER] days after the offer has been received by all of the Continuing Shareholders. For purposes of this Agreement, "Disability" of a particular person means the inability, due to a physical or mental condition, of such person to maintain his employment or other relationship with the Company (including without limitation, fulfilling his duties in any position as an officer, director, consultant, joint venturer, independent contractor, or promoter to or of the Company) or to conduct his normal daily activities on behalf of the Corporation for any [NUMBER] consecutive month period.

6. Purchase Price

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The purchase price for all Shares purchased pursuant to Paragraph 5 hereof shall be determined as follows:

- a. The Company or the Continuing Shareholders, as the case may be, within [NUMBER] days after receipt of any offer referred to in Paragraph 5 above, shall notify the Offering Shareholder of the price at which the Company or the Continuing Shareholders, are willing to purchase the Shares.
- b. In the event the Offering Shareholder objects to the purchase price established in accordance with Paragraph 6(a) above, the Offering Shareholder shall have the right to solicit offers to buy the Shares in accordance with the provisions of Paragraph 3.2. The right to solicit offers shall be subject to the terms and conditions of Section 3.2 and 3.3 hereof, including without limitation, the rights of first refusal and co-sale and the period during which any right of first refusal must be exercised but shall not be subject to the [NUMBER] day period referred to in Paragraph 3.2 of this Agreement.

7. Payment of Purchase Price

The purchase price for all Shares purchased pursuant to Paragraph 5 hereof shall be paid at the closing of the sale.

8. Put and Call Options.

8.1. Put and Call Options

Each Shareholder shall have the right and option upon the written declaration (a "Declaration") by such Shareholder to the other Shareholders and the Company of the occurrence of an "impasse" (as defined below) to sell to the Continuing Shareholders all of his Shares, and the Continuing Shareholders shall have the obligation to either (i) purchase all of such Shares owned by the offering Shareholder in such proportion as the Continuing Shareholders may agree upon, and if they cannot so agree, pro rata in proportion to their then ownership of Shares of the Company (excluding the Offering Shareholder's Shares) or (ii) if the Continuing Shareholders are unable or unwilling to purchase all of the Shares owned by the Offering Shareholder, sell all of their Shares to the Offering Shareholder, and the Offering Shareholder shall have the obligation to buy such Shares.

8.2. Impasse

An "impasse" shall be conclusively evidenced by (i) either First Shareholder, Second Shareholder or Third Shareholder or their respective representative, voting opposite the others at a vote at a shareholders meeting or at a vote at a meeting of the Board of Directors of the Company (or failing to attend such meetings upon due notice if such failure results in the lack of a quorum making such vote impossible),

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which vote is on a material issue, not in the ordinary course of business, and affecting the business, assets or operations of the Company, including, but not limited to, a proposal to merge, liquidate, consolidate or dissolve the Company, or to sell, lease or dispose of all or substantially all of the assets of the Company or to amend the substantive provisions of the Company's bylaws or articles of incorporation, or to issue or redeem stock, or to declare dividends of any kind, and (ii) either First Shareholder, Second Shareholder or Third Shareholder notifying the others and the Company and any other Shareholders within [NUMBER] days after such meeting, proposed meeting or vote than an "impasse" has occurred. The put and call rights granted to each Shareholder under this Paragraph 8 are independent of the other rights granted to the Shareholders and the Company under the other terms of this Agreement and such rights are not mutually exclusive or inconsistent.

8.3. Exercise of Option

The Continuing Shareholders shall exercise any option provided for in this Paragraph 8 within [NUMBER] days after receipt of a declaration. Any closing of the sale of Shares pursuant to such exercise shall occur within [NUMBER] days after receipt of a Declaration.

8.4. Purchase Price

Any purchase or sale of Shares sold pursuant to this Paragraph 8 shall be at the price as set forth in the Declaration delivered by the Shareholder exercising his right to sell his shares and shall be paid at the closing of the sale of the Shares.

9. Rights Upon Registration

In the event that the Company shall register or qualify any or all of the common stock of the Company under the [CODE OR LAW], as amended (or any similar statute then in force), on an appropriate registration statement, the Company shall give the Shareholders written notice thereof, and upon written request of a Shareholder, received by the Company not later than [NUMBER] days after receipt by the Shareholder of such notice, the Company will include in the registration statement filed by the Company with the Securities and Exchange Commission all Shares held by such Shareholder with respect to which the Shareholder shall have so requested registration.

10. Agreement Binding on All Persons Interested in Shares

Each person who now or hereafter acquires any legal or equitable interest in any Shares shall be bound by the terms of this Agreement. No issuance or transfer of Shares shall be effective and the Company shall not enter any issue or transfer upon the stock books of the Company or issue a certificate in the name of any person unless the Company is satisfied that such person is, and in a manner satisfactory to the Company has acknowledged being, bound by this Agreement.

11. Closing

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Except as otherwise agreed to or expressly provided for herein, closing pursuant to the exercise of a right to purchase or sell Shares pursuant to this Agreement shall be held at the principal executive offices of the Company.

12. Entry of Legend Upon Stock Certificates

The following legend shall be immediately entered on each stock certificate representing Shares owned by the Shareholders:

"The gift, sale, mortgage, pledge, hypothecation or other encumbering or transfer of the shares of the capital stock represented by this certificate is restricted in accordance with the terms and conditions of a Shareholders Agreement dated [DATE], a copy of which is on file at the principal executive offices of the Company. Said Shareholders Agreement restricts the ability of the Shareholder to sell, give, pledge, bequeath or otherwise transfer or dispose of this stock certificate and the shares of capital stock represented by it."

13. After Acquired Shares - Subsequent Shareholders

The terms and conditions of this Agreement shall specifically apply not only to Shares owned by Shareholders at the time of execution of this Agreement, but also to any Shares acquired by any Shareholder subsequent to such execution.

14. Board of Directors

At each election of the Board of Directors of the Company, the Shareholders shall vote their Shares to elect three directors of the Company, one director being First Shareholder, or his nominee, one director being Second Shareholder, or his nominee, and one director being Third Shareholder, or his nominee.

15. Community and Marital Property Laws

Notwithstanding anything to the contrary contained herein, the following terms shall control to the extent community property laws or other marital property laws apply to the Shares of any Shareholder:

15.1. Lifetime Transfers

The provisions of this Agreement regarding restrictions against the transfer of Shares shall apply to any interest of the spouse of any Shareholder in such Shares (said spouse is hereinafter referred to as a "Spouse").

15.2. Transfers Upon Death of Spouse

If the Spouse of a Shareholder predeceases such Shareholder and has failed to bequeath to such Shareholder the deceased Spouse's entire marital property interest, if any, in the Shares held by the Shareholder, or if the Spouse of a Shareholder is adjudicated to be bankrupt or insolvent, or makes an assignment for the benefit of his or her creditors (collectively referred to herein as an "Event"), then to the extent necessary to divest the Spouse of any interest in the Shares of such Stockholder, within three months after the date of the occurrence of the Event, the Shareholder shall have the option to and must purchase such marital property interest of his or her Spouse or the estate of the deceased Spouse, as the case may be, in the Shares held by the Shareholder at a price equal to the lesser of either the value of the spouse's marital property interest in such Shares or the book value of such Shares.

15.3. Marital Dissolution

Any decree of dissolution, separate maintenance agreement or other property settlement between a Shareholder and his or her Spouse shall provide that the entire marital property interest of the Spouse in the Shares of the Shareholder shall be granted to the Shareholder as part of the division of the property of the marriage and the Spouse shall release and the Shareholder shall accept any marital property interest of such Spouse in the Shares. If payment for such Shares is ordered by the Court or demanded by the Spouse, no consideration shall be required, but if the Shareholder volunteer's consideration for said release of interest it shall be no greater than the lesser of either the value of the Spouse's marital property interest in such Shares or the book value of the Spouse's marital property interest in such Shares.

15.4. Inclusion of Marital Property

Any purchase of the Shares of a Shareholder pursuant to any provision of this Agreement shall include without limitation or condition the entire marital property interest of the Spouse of such Shareholder in the Shares being purchased.

15.5. Determination of Value

Book value and the value of a Spouse's interest in the Shares of a Shareholder for purposes of this Paragraph 15 shall be determined by the Shareholder. The Company and the other Shareholders shall not be responsible for the determination of the value of the marital property interest of any Spouse of a Shareholder, the determination of book value, or the purchase of or payment for such Spouse's marital property interest in the Shares of a Shareholder.

16. Insurance

The Company may, if it so desires, purchase insurance policies on the life of any Management Shareholder for the purpose of payment for stock purchases or as key man insurance. If any Shareholder on whose life the Company owns an insurance policy shall at any time during his lifetime sell all of his Shares, then that Shareholder shall have the right to purchase from the Company the insurance policy or policies on his life at the cash surrender value, if any. The Company shall deliver the policy or policies

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on the life of such Shareholder upon payment of the cash surrender value, if any, end shall execute any necessary instruments of transfer and change of beneficiary forms.

17. Pro Rata Allocations

All items of income and loss of the Company shall be assigned pro rata to each day throughout the year. However, the Shareholders hereby consent to make an election pursuant to Section [NUMBER] of the [Code OR LAW] or Section [NUMBER] of the [Code OR LAW] in the event that the Board of Directors determines such elections to be in the best interest of a majority of the Shareholders.

18. Subchapter S Election

The Company may elect to be taxed as a small business corporation under Subchapter S of the Internal Revenue Code, as amended from time to time (the "code"), or such other provisions of law as may hereafter be applicable to such an election, and for state income tax purposes, if available (hereinafter, an "Election"). Each Shareholder and the Company agree to execute and file the necessary forms for making and maintaining an Election, and each Shareholder agrees to deliver to the Company the consent of the spouse of such Shareholder if such consent is required for the Election under any community or marital property laws or otherwise. The Shareholders and the Company agree that they will take such other actions as may be deemed necessary or advisable by counsel to the Company to exercise or maintain the Election. The Shareholders shall maintain the Election unless the Management Shareholders unanimously agree otherwise or in the event that the Board of Directors requests that the Shareholders revoke the Election, in which case the Shareholders shall promptly execute and deliver to the Company such documents as may be necessary to revoke the Election. None of the Shareholders, without the consent of all of the Management Shareholders, shall take any action or position, or make any transfer or other disposition of his shares of the Company which may result in the termination or revocation of the Election. In the event of an inadvertent termination of the Election as described in Section [NUMBER] of the [Code OR LAW] or other applicable law, the Shareholders shall agree to make such adjustments as may be required to continue the Election, as provided in Section [NUMBER] of the [Code OR LAW]

19. Authorization

The Company is authorized to enter into this Agreement by virtue of a resolution of Board of Directors.

20. Notices

Notices and declarations under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage paid, to the Company at its principal executive offices and to Shareholders at their last address as shown on the records of the Company or at such other address with

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respect to any party hereto as such party shall notify the other Shareholders and the Company in writing in the manner specified herein.

21. Termination

The rights and obligations of the Company and the Shareholders under this Agreement shall terminate upon written agreement of all then existing Shareholders or upon the registration or qualification of any or all of the Common stock of the Company pursuant to Paragraph 9 hereof.

22. Severability

The various provisions of this Agreement are severable from each other and from the other provisions of the Agreement, and in the event that any provision in this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be fully effective, operative and enforceable.

23. Free and Clear of Encumbrances

All Shares sold pursuant to the terms of this Agreement shall be free of any and all liens and encumbrances and accompanied by stock powers duly endorsed in blank.

24. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

25. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of [STATE/PROVINCE] without reference to conflict of laws principles except to the extent that the community or marital property laws of any state would otherwise be applicable to a particular situation, in which event, such community or marital property laws shall apply to the particular situation.

26. Entire Agreement

This instrument contains the entire agreement of the parties and may be changed only by an agreement in writing signed by the Company and all persons then owning Shares.

27. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year set forth below.

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COMPANY

FIRST SHAREHOLDER

Authorized Signature Authorized Signature

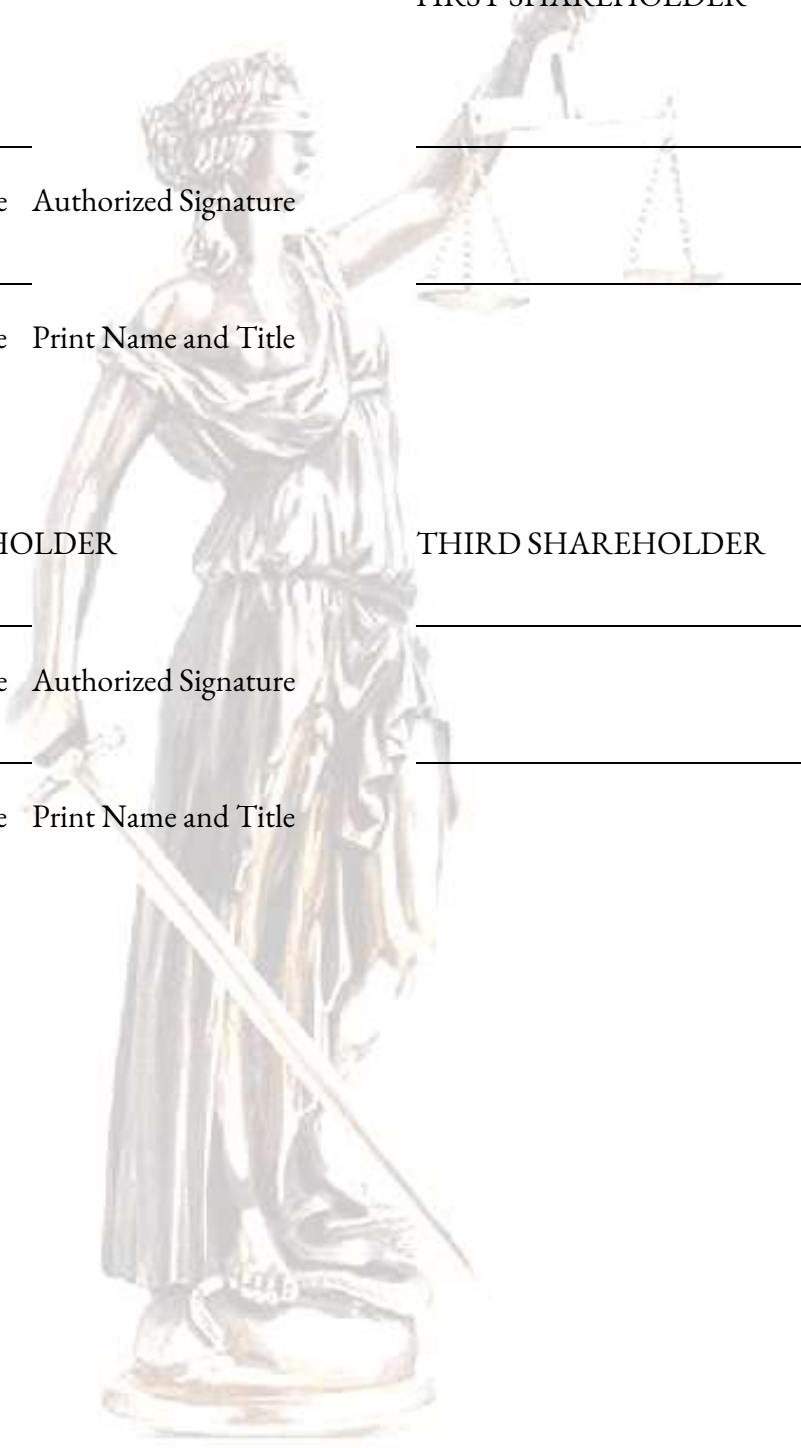
Print Name and Title Print Name and Title

SECOND SHAREHOLDER

THIRD SHAREHOLDER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



CONSENT OF SPOUSE

The undersigned being the spouses of Shareholders named in the foregoing Shareholders Agreement (the "Agreement"), hereby acknowledges that:

1. I have read the foregoing Agreement in its entirety and understand that:
 - A. Upon the occurrence of certain events as specified in the Agreement, the Company, my spouse, and the other Shareholders will have the right to and may be obligated to purchase Shares owned by another Shareholder at a price and on terms and conditions set forth in the Agreement;
 - B. Any purchase of the Shares of any Shareholder will include his or her entire interest in such Shares and any community property interest and other marital property interest of the spouse of such shareholder; and
 - C. The Agreement imposes certain restrictions on any attempts by me to transfer any interest I may have in the Company or any Shares of the Company by virtue of my marriage and confers on my spouse the right and obligation to purchase any interest I may have in the Company or any Shares of the Company upon the occurrence of certain events.
2. I hereby approve and agree to be bound to all of the terms of the Agreement and agree that any interest (community property or otherwise) that I may have in the Company or any Shares of the Company shall be subject to the terms of this spousal consent and the Agreement.
3. I agree that my spouse may join in any future amendments or modifications to the Agreement without any notice to me and without any signature, acknowledgment, agreement or consent on my part.
4. I agree that I will transfer or bequeath any interest I may have in the Company or any Shares of the Company by my will, outright and free of trust to my spouse.
5. I acknowledge that I have been advised and have been encouraged to seek independent counsel of my own choosing to represent me in matters regarding the Shareholders Agreement and my execution of this spousal consent.
6. I hereby consent to the Company and my spouse making and maintaining the Subchapter S Election (if applicable) under the Internal Revenue Code, as amended from time to time.

Signature

Signature

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Name – Spouse of First Shareholder Name – Spouse of Second Shareholder

Signature

Name – Spouse of Third Shareholder



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NUMBER _____

[Name of Corporation]

A [State] Corporation

[# Issued] Shares

[Common/PREFERRED] Stock

This certifies that [SHAREHOLDER] is the record holder of [Number Issued] shares of [Common/PREFERRED] stock of [NAME OF CORPORATION] transferable only on the share register of the corporation, in person or by duly authorized attorney, upon surrender of this certificate properly endorsed or assigned.

This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Articles of Incorporation and the By-Laws of the corporation and any amendments thereto.

A statement of all of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights may be obtained by any stockholder, upon request and without charge, at the principal office of the corporation.

WITNESS the signatures of its duly authorized officers this [day] of [MONTH], [YEAR].

[Name of Secretary], Secretary

[Name of President], President

SEE RESTRICTIVE LEGENDS ON REVERSE

For Value Received [NAME] hereby sells, assigns, and transfers unto, [NAME], [NUMBER] shares represented by the within certificate and hereby irrevocably constitutes and appoints [attorney] to transfer the said shares on the share register of the within named corporation with full power of substitution in the premises.

Dated [DATE]

In presence of _____

Witness

Stockholder

NOTICE: THE SIGNATURE ON THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

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THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER [CODE OR LAW]. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT, IF ANY, COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.



BUYING AND SELLING OF SHARES

AGREEMENT OF PURCHASE

AND SALE OF BUSINESS ASSETS

This Agreement of Purchase and Sale (the "Agreement") is made in two original copies, effective [DATE]

BETWEEN: [VENDOR'S NAME] (the "Vendor"), an individual having is principal place of living located at:

AND: [PURCHASER'S NAME] (the "Purchaser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. SUBJECT-MATTER

1.1 The Purchaser agrees to buy and the Vendor agrees to sell to the Purchaser as a going concern all the undertaking and assets owned by the Vendor in connection with the [TYPE OF BUSINESS] business carried on as [NAME OF BUSINESS] at [ADDRESS] (the "business") including, without limiting the generality of the foregoing:

- a) the furniture, fixtures and equipment more particularly described in Schedule A (the "equipment");
- b) all saleable stock in trade (the "stock in trade");
- c) all useable parts and supplies (the "parts and supplies");
- d) all leasehold interest in the lease held by the Vendor from [NAME OF LANDLORD] (the "lease");
- e) the goodwill of the business together with the exclusive right to the Purchaser to represent itself as carrying on business in succession to the Vendor and to use the business style of the business and variations in the business to be carried on by the Purchaser (the "goodwill").

1.2 The following assets are expressly excluded from the purchase and sale:

[LIST EXCLUSIONS, eg cash on hand or on deposit, accounts receivable, book and other debts due or accruing due].

2. PURCHASE PRICE

2.1 The purchase price payable for the undertaking and assets agreed to be bought and sold is the total of the amounts computed and allocated as follows:

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- a) for the equipment - [AMOUNT];
- b) for the stock in trade, its direct cost to the Vendor;
- c) for the parts and supplies, their direct cost to the Vendor;
- d) for the goodwill - [AMOUNT];
- e) for all other assets agreed to be bought and sold.

2.2 The purchase price for the stock in trade shall be established by an inventory taken and valued after close of business on the day before the day of closing. The Vendor shall produce evidence satisfactory to the Purchaser of the direct cost to the Vendor of items included in stock in trade. The Purchaser may exclude from the purchase and sale any items which the Purchaser reasonably considers unsaleable by reason of defect in quality or in respect of which the Purchaser is not reasonably satisfied as to proof of direct cost.

2.3 The purchase price for the parts and supplies shall be established by an inventory taken and valued after close of business on the day before the day of closing. The Vendor shall produce evidence satisfactory to the Purchaser of the direct cost to the Vendor of items included in the parts and supplies. The Purchaser may exclude from the purchase and sale any items which the Purchaser reasonably considers unusable or in respect of which the Purchaser is not reasonably satisfied as to proof of direct cost.

3. TERMS OF PAYMENT

3.1 The Vendor acknowledges receiving a check for [AMOUNT] from the Purchaser on execution of this agreement to be held as a deposit by the Vendor on account of the purchase price of the undertaking and assets agreed to be bought and sold and as security for the Purchaser's due performance of this agreement.

3.2 The balance of the purchase price for the undertaking and assets agreed to be bought and sold shall be paid, subject to adjustments, by certified check on closing.

3.3 The balance of the purchase price due on closing shall be specially adjusted for all prepaid and assumed operating expenses of the business including but not limited to rent and utilities.

4. CONDITIONS, REPRESENTATIONS AND WARRANTIES

4.1 In addition to anything else in this agreement, the following are conditions of completing this agreement in favor of the Purchaser:

- a) that the Purchaser obtain financing on terms satisfactory to it to complete the purchase;

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- b) that the carrying on of the business at its present location is not prohibited by land use restrictions;
- c) that the lessor of the lease consents to its assignment to the Purchaser;
- d) that the Purchaser obtain all the permits and licenses required for it to carry on the business;
- e) that the Vendor supply or deliver on closing all of the closing documents;
- f) that the premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in;
- g) that the execution of this agreement has been duly authorized by Seller's board of directors.

4.2 The following representations and warranties are made and given by the Vendor to the Purchaser and expressly survive the closing of this agreement. The representations are true as of the date of this agreement and will be true as of the date of closing when they shall continue as warranties according to their terms. At the option of the Purchaser, the representations and warranties may be treated as conditions of the closing of this agreement in favor of the Purchaser. However, the closing of this agreement shall not operate as a waiver or otherwise result in a merger to deprive the Purchaser of the right to sue the Vendor for breach of warranty in respect of any matter warranted, whether or not ascertained by the Purchaser prior to closing:

- a) the Vendor is a resident of [COUNTRY] within the meaning of the Income Tax Act of [COUNTRY];
- b) the Vendor owns and has the right to sell the items listed in Schedule A;
- c) the assets agreed to be bought and sold are sold free and clear of all liens, encumbrances and charges;
- d) the equipment is in good operating condition;
- e) until the closing date of this agreement, Vendor shall not, without the written consent of Purchaser, dispose of or encumber any of the assets or property to be sold hereunder, with the exception of any transactions occurring in the ordinary course of Vendor's business. The undertaking and assets agreed to be bought and sold will not be adversely affected in any material respect in any way, and Vendor will not do anything before or after closing to prejudice the goodwill;
- f) the financial statements for the business produced by the Vendor and appended as Schedule B are fair and accurate, and prepared in accordance with generally accepted accounting principles.
- g) the lease is in good standing and the Vendor has fulfilled all of its obligations under the lease;

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- h) the Vendor has made full and fair disclosure in all material respects of any matter that could reasonably be expected to affect the Purchaser's decision to purchase the undertaking and assets agreed to be bought and sold on the terms set out this agreement;
- i) the Vendor will execute such assignments, consents, clearances or assurances after closing, prepared at the Purchaser's expense, as the Purchaser considers necessary or desirable to assure the Purchaser of the proper and effective completion of this agreement.
- j) Vendor agrees to disclose to Purchaser not later than [NUMBER] days after the closing date, all trade secrets, customer lists, and technical information held or controlled by Vendor and relating to the business sold hereunder.

5. RISK

5.1 The risk of loss or damage to the undertaking and assets agreed to be bought and sold remains with the Vendor until closing.

5.2 In the event of loss or damage to the tangible assets agreed to be bought and sold prior to closing, at the option of the Purchaser, the replacement cost of the assets lost or damaged or any of them may be deducted from the total purchase price otherwise payable by the Purchaser under this agreement and the corresponding lost or damaged assets shall be excluded from the purchase and sale.

6. SALES TAXES

6.1 The Purchaser shall pay any and all sales taxes payable in respect of the purchase and sale of assets pursuant to this agreement.

6.2 The Vendor shall pay all sales taxes payable or collectible in connection with carrying on the business up to closing and obtain and supply the Purchaser with satisfactory proof of payment within a reasonable time of closing.

7. NON-COMPETITION

7.1 The Vendor covenants with the Purchaser that, in consideration of the closing of this agreement, the Vendor will not operate a [TYPE OF BUSINESS] business or in any way aid and assist any other person to operate such a business in [GEOGRAPHICAL AREA] for a period of [PERIOD] from the date of closing.

8. BULK SALES

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8.1 This agreement shall be completed and the Vendor agrees to comply with any applicable laws governing the sale in bulk of the stock in trade or of any of the other assets pursuant to this agreement.

9. CLOSING DOCUMENTS

9.1 The Vendor shall deliver to the Purchaser, in registrable form where applicable, the following closing documents (the "closing documents"), prepared or obtained at the Vendor's expense, on or before closing:

- a) duplicate, properly executed Bills of Sale of the equipment, stock in trade and parts and supplies together with evidence satisfactory to the Purchaser that the sale complies with any laws governing the sale in bulk of the stock in trade or of the sale of any of the other assets pursuant to this agreement;
- b) a statutory declaration that the Vendor is a resident of [COUNTRY] within the meaning of the Income Tax Act of [COUNTRY] as of the date of closing;
- c) all records and financial data, including but not limited to any lists of customers and suppliers, relevant to the continuation of the business by the Purchaser;
- d) a duly executed notice in proper form revoking any registration of the style of the business under any business name registration law;
- e) an executed assignment of the lease to the Purchaser endorsed with the lessor's consent to the assignment;
- f) such other assignments, consents, clearances or assurances as the Purchaser reasonably considers necessary or desirable to assure the Purchaser of the proper and effective completion of this agreement.

10. CLOSING DATE

10.1 The purchase and sale in this agreement shall close on [DATE].

11. MISCELLANEOUS

11.1 In this agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.

11.2 The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.

11.3 If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.

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11.4 Time is of the essence of this agreement.

11.5 There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.

11.6 This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

11.7 This agreement is governed by the laws of the State/Province of [STATE/PROVINCE].

12. ACCEPTANCE

12.1 This agreement executed on behalf of the Purchaser constitutes an offer to purchase which can only be accepted by the Vendor by return of at least one originally accepted copy of agreement to the Purchaser on or before [DATE] failing which the offer becomes null and void. If this offer becomes null and void or is validly revoked before acceptance or this agreement is not completed by the Purchaser for any valid reason, any deposit tendered with it on behalf of the Purchaser shall be returned without penalty or interest.

Executed under seal on [DATE].

Signed, Sealed and Delivered in the Presence of:

VENDOR

PURCHASER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

AGREEMENT TO SELL BUSINESS

This Agreement to Sell Business (the "Agreement") is made and effective the [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Whereas the Seller desires to sell to Buyer and the Buyer desires to buy the business of the Seller, now being operated at [ADDRESS] and known as [COMPANY NAME] and all assets thereof as contained in Schedule "A" attached hereto, the parties hereto agree and covenant as follows:

1. The total purchase price for all fixtures, furnishings and equipment is [AMOUNT] payable as follows:
 - a) [AMOUNT] paid in cash; certified or bank checks, as a deposit upon execution of this Agreement, to be held by [BANK NAME].
 - b) [AMOUNT] additional to be paid in cash, certified or checks, at the time of passing papers.
 - c) [AMOUNT] to be paid by a note of the Buyer to the Seller, bearing interest at the rate of [RATE] percent per annum with an option of the Buyer to prepay the entire outstanding obligation without penalty.

Said note shall be secured by a chattel mortgage and financing statement covering the property to be sold hereunder, together with any and all other property acquired during the term of said note and placed in or within the premises.

2. The property to be sold hereunder shall be conveyed by a standard form **Bill of Sale**, duly executed by the Seller.
3. The Seller promises and agrees to convey good, clear, and marketable title to all the property to be sold hereunder, the same to be free and clear of all liens and encumbrances. Full possession of said property will be delivered in the same condition that it is now, reasonable wear and tear expected.
4. Consummation of the sale, with payment by the Buyer of the balance of the down payment and the delivery by the Seller of a Bill of Sale, will take place on or before [DATE].
5. The Seller may use the purchase money, or any portion thereof, to clear any encumbrances on the property transferred and in the event that documents reflecting discharge of said

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encumbrances are not available at the time of sale, the money needed to effectuate such discharges shall be held by the attorneys of the Buyer and Seller in escrow pending the discharges.

6. Until the delivery of the Bill of Sale, the Seller shall maintain insurance on said property in the amount that is presently insured.
7. Operating expenses of the Company including but not limited to rent, taxes, payroll and water shall be apportioned as of the date of the passing of papers and the net amount thereof shall be added to or deducted from, as the case may be, the proceeds due from the Buyer at the time of delivery of the Bill of Sale.
8. If the Buyer fails to fulfill his obligations herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages.
9. The Seller promises and agrees not to engage in the same type of business as the one being sold for [NUMBER] years from the time of passing.
10. A Broker's fee for professional services in the amount of [AMOUNT] is due from the Seller to [BROKER], provided and on the conditions that papers pass.
11. The Seller agrees that this Agreement is contingent upon the following conditions:
 - a) Buyer obtaining a Lease on the said premises or that the existing Lease be assigned in writing to the Buyer.
 - b) Buyer obtaining the approval from the proper authorities of the transfer of all necessary licenses to the Buyer.
 - c) The premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in.
12. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.
13. If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate on the day and year first above written.

SELLER

BUYER

ISAAC CHRISTOPHER LUBOGO

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

BROKER

Authorized Signature

Print Name and Title



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**AGREEMENT OF PURCHASE AND SALE OF SHARES
BY ANOTHER STOCKHOLDER OR BY THE
CORPORATION**

This Agreement of Purchase and Sale of Shares (the "Agreement"), is made and effective [DATE],

BETWEEN: [STOCKHOLDER 1 NAME] an individual having is principal place of living located at:

[ADDRESS]

[STOCKHOLDER 2 NAME] an individual having is principal place of living located at:

[ADDRESS]

Hereinafter separately referred to as "Stockholder", and jointly as "Stockholders"

AND: [COMPANY NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

[ADDRESS]

WITNESSETH:

WHEREAS, the Stockholders together own [%] of the outstanding shares of capital stock of the Corporation, and

WHEREAS, as used herein, the term "shares" shall mean all shares of common stock, at [VALUE] par share, of the Corporation now owned or hereafter acquired by the parties, and

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WHEREAS, the Stockholders are actively engaged in the conduct of the business of the Corporation, and it is contemplated that success or failure of the corporate enterprise will at all times depend in large measure on the personal abilities of the Stockholders, and

WHEREAS, there is not now, nor is there likely in the future to be a substantial market for the shares of the Corporation, and

WHEREAS, for the foregoing reasons, the parties desire to provide for the purchase by another Stockholder or by the Corporation of the stock of any party desiring to sell the same; and for the purchase by the Corporation of the stock of a deceased party.

IT IS THEREFORE AGREED, in consideration of the mutual promises and covenants hereinafter set forth, as follows:

1. Restriction During Life

No stockholder shall transfer or encumber any of his shares of capital stock of the Corporation during his lifetime to any person, firm or corporation, without the consent of the Corporation and the other Stockholder, unless the Stockholder desiring to make the transfer or encumber (hereinafter referred to also as the "Transferor") shall have first made the offer hereinafter described and such offer shall not have been accepted.

a) Offer by the Transferor

The offer shall be given pro rata initially to the other Stockholder(s) and shall consist of an offer to sell or encumber all of the shares of the capital stock of the Corporation owned by the Transferor, to which shall be attached a statement of intention to transfer, the name and address of such prospective transferee, the number of shares of capital stock involved, and the terms of such transfer or encumbrance.

b) Acceptance of Offer

Within [NUMBER] days after the receipt of such offer the other Stockholder(s) may, at their option, elect to accept the offer. If such offer is not accepted by the other Stockholder(s), the Corporation may within [NUMBER] days after the rejection of such offer, at its option, elect to accept the offer. The Corporation shall exercise its election to purchase by giving notice thereof to the Transferor and to the other Stockholder(s). The other Stockholder(s) shall exercise the election to purchase by giving notice thereof to the Transferor and to the Corporation. In either event, the notice shall specify a date for the closing of the transaction, which shall not be more than [NUMBER] days after the date of the giving of such notice.

c) Purchase Price

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The purchase price for, or the consideration for the encumbrance of the shares of the capital stock of the Corporation owned by the Transferor shall be set forth in paragraph 3 hereof.

d) Closing of Transaction

The closing of the transaction shall take place at the principal office of the Corporation. The consideration shall be paid as provided for in paragraph 3 hereof. Certificates for all shares sold or encumbered hereunder, property endorsed to Corporation or to the purchasing Stockholder, as the case may be, shall be delivered by transferor not later than the date of closing.

e) Release from Restriction

If the offer is neither accepted by the Corporation nor by the other Stockholder(s), the Transferor may make a bona fide transfer to the prospective transferee named in the statement attached to the offer, such transfer to be made only in strict accordance with the terms therein stated. However, if the Transferor shall fail to make such transfer within [NUMBER] days following the expiration of the election period by the other Stockholder(s), such shares of capital stock shall again become subject to all of the restrictions of this Agreement, provided, however, that nothing contained herein shall be construed as releasing any shares of this Corporation from any restriction or requirement of law concerning transfer of such shares.

f) Termination of Employment

Any Stockholder whose employment in any capacity with the company or its subsidiaries terminates for any reason whatsoever, voluntarily or involuntarily, shall be considered as of the date of such termination of employment to have made an offer of all of his shares of stock subject to the terms of this Agreement, at the purchase price stated in paragraph 3 hereof.

g) Subchapter "S" Election

If at the time of a transfer of stock permitted hereunder, the Corporation then is an "S" corporation, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders.

2. Purchase Upon Death

Upon the death of a Stockholder (hereinafter referred to as Decedent), all of the shares of the capital stock of the Corporation owned by him, and to which he or his estate shall be entitled, shall be sold and purchased as hereinafter provided:

a) Obligation of the Corporation to Purchase

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It shall be for the Corporation to purchase from the Decedent's Personal Representative, and the Decedent's Personal Representative shall be obligated to sell to the Corporation, all of the shares of the capital stock of the Corporation owned by the Decedent and to which the Decedent or his Personal Representative shall be entitled, at the price set forth in paragraph 3 hereof.

b) Closing

The closing of such purchase and sale shall take place at the offices of the Corporation, at a date selected by the Corporation upon [NUMBER] days notice to the Transferor which date shall be not more than [NUMBER] days following the date of the qualification of the Personal Representative and not less than [NUMBER] days following such date.

c) Insurance

To insure or partially insure its obligation under this Agreement to purchase from the estate of a deceased Stockholder the shares owned by him prior to his death, the Corporation shall have the option to purchase policies of insurance covering the lives of each Stockholder in any amount deemed desirable. In the event any Stockholder ceases to be a Stockholder of the Corporation, the Corporation shall terminate any such insurance on such Stockholder's life and in the event any Stockholder increases his holdings of the shares of the Corporation, the Corporation shall procure and maintain, if so desired by it, additional insurance on the life of such Stockholder proportionate to the increase in the holdings of such Stockholder.

If the corporation shall receive any proceeds of any policy on the life of the Decedent, such proceeds shall be used by the Corporation to pay the Decedent's Personal Representative to the extent of the purchase price of the Decedent's stock, such payment to be deemed made on account of such purchase price.

d) Balance of Purchase Price

If the amount of any insurance proceeds is insufficient to pay the purchase price of any Decedent's shares, then the balance of the purchase price remaining after credit for any insurance proceeds shall be payable as follows: [%] of the balance due to be paid shall be paid in cash, and the balance shall be represented by a promissory note executed by the purchaser payable in [NUMBER] installments, which note shall be secured by the stock of the deceased Stockholder.

e) "S" Election

If the corporation is an "S" corporation at the time of the transfer and sale of its stock, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders. Such written consent shall be submitted prior to the delivery of the shares to the transferee.

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3. Consideration

Unless the parties agree to another price in writing, the price for each share of capital stock to be sold under this Agreement shall be equal to its fair market value as an on-going business concern as determined in the sole discretion of the company's Certified Public Accountant, (CPA) and such determination by the CPA shall be binding and conclusive upon the parties hereto.

Unless the parties agree otherwise, the purchase price shall be paid as follows:

- i. [%] of the amount determined to be due as the price to be paid at the closing in addition to any insurance proceeds and the balance to be payable by the execution of a promissory note in such amount to be repaid in [number] installments, such note to be secured by the stock being sold.
- ii. The promissory note shall bear interest until paid in full at the prime rate as determined from time to time by [BANK NAME] or any other bank as determined by and agreed upon by the Stockholders.
- iii. In the event that suit shall be required to collect on the promissory notes above referred to, then in such event, the defaulting Stockholder or the Corporation shall pay for attorney fees, and courts costs, incurred in such action.

4. Limitation on Stockholder's Right to Pledge Stock

The restrictions of paragraph 1 above shall not apply to encumbrances as collateral for a note or notes in favor of the company or any one or more of the other Stockholders or in favor of a recognized lending institution, but only if the proceeds of such loan are used in their entirety to purchase shares of the Corporation and the borrowing Stockholder delivers to the Corporation and the other Stockholder(s) the written commitment of the lender, in form acceptable to the Corporation that such lender will not dispose of such shares without first affording the Corporation and the other Stockholder(s) the right for a period of [NUMBER] days to purchase shares at a price satisfactory to the Corporation and the other Stockholder(s).

5. Corporate Restrictions After Purchase

So long as any part of the purchase price of shares of capital stock sold in accordance with this Agreement remains unpaid, the Corporation shall not:

- i. declare or pay dividends on its capital stock;
- ii. reorganize its capital structure;

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- iii. merge or consolidate with any other corporation, or sell any of its assets except in the regular course of business;
- iv. increase the salary of any officer or executive employee of the Corporation;
- v. allow any of its obligations to become in default; or
- vi. allow any judgments against the Corporation or any liens against the Corporation's property to remain unsatisfied.

So long as any part of such purchase price remains unpaid, the Transferor, or the Personal Representative of the Decedent shall have the right to examine the books and records of the Corporation from time to time and to receive copies of all accounting reports and tax returns prepared for the Corporation. If the Corporation breaches any of its obligations under this paragraph, the Transferor or the Personal Representative, in addition to any other remedies available, may elect to declare the entire unpaid purchase price due and payable forthwith.

6. Purchase By Stockholder

Whenever a Stockholder purchases shares of capital stock under this Agreement, such purchaser (unless he shall have paid the entire purchase price in cash) shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to such purchaser, and deliver the same to the Seller as collateral security for the payment of the unpaid purchase price; and such capital stock shall be so held until the entire purchase price shall be paid. While such capital shall be so held as collateral security and so long as the Purchaser is not in default, the Purchaser shall be entitled to all voting rights with respect thereto. Dividends paid shall be applied to the indebtedness.

7. Purchase By Corporation

Whenever the Corporation shall, pursuant to this Agreement, be required to purchase shares of the capital stock of the Corporation, the Stockholders and the Personal Representative of any Decedent shall do all things and execute and deliver all papers as may be necessary to consummate such purchase. Any note required to be given hereunder by the Corporation as part of the purchase price shall be endorsed and guaranteed by the remaining or surviving Stockholders, who shall not be discharged from such liability by reason of the subsequent extension, modification or renewal of any such note. Until all amounts due are paid, the stock certificates shall be delivered to Seller.

8. Endorsement On Stock Certificates

Each certificate representing shares of capital stock of the Corporation now or hereafter held by the Stockholders shall contain with a legend insubstantially the following form: "The transfer or encumbrance of the shares of stock represented by the within certificate is restricted under the terms of an Agreement dated [DATE] a copy of which is on file at the Corporation office."

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9. Value of Purchase Price for Tax Purposes

It is understood that the purchase price, determined as set forth hereinabove, shall be the value of the purchased shares for all tax purposes. In the event such value is later increased by any federal or state taxing authority, any tax liability resulting from such increase shall be borne by the selling Stockholder or his Personal Representative, as the case may be.

10. Amendments

This Agreement may be amended or altered by execution of a written agreement authorized by corporate resolution and signed by all the parties hereto.

11. Notices

Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein, shall be given in writing by registered or certified mail addressed, in the case of the Stockholders, to his address appearing on the stock books of the Corporation, or to his residence, or to such other address as may be designated by him, and in the case of the Corporation, to the principal office of the Corporation, postage prepaid, by United States Mail, and shall be considered to have been delivered on the [DAY] day following the date stamped by the post office.

12. Invalid Provision

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

13. Modification

It is understood between the parties that this Agreement contains the entire understanding of the parties and no change or modification of this Agreement shall be valid unless the same be in writing and signed by all the parties hereto.

14. Binding Effect

This Agreement shall bind and, unless inconsistent with its provisions, shall inure to the benefit of the Executor, Administrator or Personal Representative, and the heirs and assigns of each of the Stockholders.

15. Prior Agreement

This Agreement supersedes any prior Agreement of the parties.

16. Deadlock

If at any time the Stockholders cannot agree on the Certified Public Accountant of the company and therefore are unable to establish an acceptable price for purchase, the matter shall be submitted to arbitration in the following manner:

- i. Each Stockholder shall, within [NUMBER] days after notice of such deadlock, appoint a Certified Public Accountant, and the two accountants shall then appoint a third Certified Public Accountant within [NUMBER] days after the two accountants are selected, and the average of purchase price determined by them shall be final, conclusive and binding upon the Stockholders, their executors, administrators and personal representatives, and a judgment on such determination may be obtained in any court of proper jurisdiction. The cost of such accounting shall be borne equally by the parties unable to reach agreement hereunder.
- ii. In the event any one of the Stockholders shall fail within the given time to select a Certified Public Accountant to represent him to resolve the dispute, then and in such event, the remaining Stockholder shall have the right to institute suit for specific performance under this Agreement, and the defaulting Stockholder shall pay for all attorney fees and court costs of such action.

17. Indebtedness of a Stockholder

In the event that there is a purchase and sale of shares of stock or interest therein, pursuant to the provisions hereinabove, and there is any indebtedness owed by the selling Stockholder or his estate to any party to this Agreement, then, notwithstanding the said provisions relating to the payment of the purchase price, and any amount to be paid for the stock being purchased shall be applied first to reduce and satisfy any indebtedness owed by the Selling Stockholder or his estate to any party under this Agreement.

18. Default

In the event of a default in the payment of any installment of the purchase price, the covenants and conditions of this Agreement, or any Security Agreement given to Sellers, Sellers may declare the entire unpaid portion of the purchase price to be immediately due and payable, and may proceed to enforce payment of same and to exercise any and all rights and remedies provided by the Uniform Commercial Code as well as any other rights and remedies either at law or in equity available to them, and Seller may

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assign, sell or transfer all or any part of the collateral in such manner, at such price, and on such terms and conditions as Sellers, in their sole and absolute discretion, may determine. Sellers or the Corporation shall have the right to purchase any or all of the collateral, apply any unpaid indebtedness on account thereof, and have a claim against Purchaser for the balance of such indebtedness in addition to any and all remedies available to them at law or in equity.

19. Voting

It is understood and agreed that until the purchase price shall have been paid in full, the Purchaser shall have no voting rights whatsoever.

20. Termination of Agreement

This Agreement shall terminate upon the occurrence of one of the following events:

- i. The written agreement of the parties hereto or their successors in interest to that effect;
- ii. The bankruptcy, receivership, or dissolution of the Corporation;
- iii. The disposal of all the shares of stock of any Stockholder during his lifetime or by his Personal Representative or estate upon his death, shall terminate this Agreement as to such retiring or deceased Stockholder; or
- iv. All of the issued and outstanding stock of the Corporation becoming owned by one of the Stockholders of the Corporation.

21. Laws Governed By

This Agreement is executed in and shall be construed by and governed under the laws of the State of [STATE/PROVINCE].

22. Withdrawal from Corporation

Any Stockholder may withdraw from participation in the Corporation at any time in accordance with the following provisions:

a) Notice to Corporation

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Such Stockholder ("Withdrawing Stockholder") shall give notice to the Corporation at least [NUMBER] days prior to the date (he) (she) wants to withdraw ("Withdrawal Date") which notice shall set forth the Withdrawal Date.

b) Offer to Corporation

Within [NUMBER] days after receipt of such notice, the Corporation may, at its option, elect to purchase all, but not less than all, of the Withdrawing Stockholder's shares. The Corporation shall exercise its option to purchase by giving written notice thereof to the Withdrawing Stockholder within said [NUMBER] day period. Such written notice shall specify a date for the closing of the purchase, which shall not be more than [NUMBER] days after the date of the giving of such notice. The purchase price for the shares to be paid by the Corporation and terms of payment therefore shall be as set forth in Paragraph 3 hereof.

c) Acceptance by Stockholders

If the Corporation fails to exercise said option within said [NUMBER] day period, then for a [NUMBER] day period thereafter the other Stockholder(s) of the Corporation shall have the option to purchase such shares, such option to be exercised in the same manner as that of the Corporation, and the purchase price and terms of payment to be the same for the Stockholder(s) as for the Corporation as set forth in Paragraph 3 hereof. The option may be exercised by the Stockholders pro rata (based on that proportion which the number of shares owned by each other Stockholder bears to the total number of shares then outstanding, not counting the shares proposed to be sold), and if one (or more) of the Stockholders does not desire to exercise his option, then his option shall be exercisable on a pro rata basis by the other Stockholders (not counting for any purpose, the shares proposed to be sold or the shares owned by any Stockholder who does not desire to exercise his option); or the option may be exercised by the other Stockholders on such basis as they may agree upon.

d) Dissolution and Liquidation

In the event that neither the Corporation nor the other Stockholder(s) purchase the shares of the Withdrawing Stockholder, the other Stockholder(s) agree to execute a consent voluntarily dissolving the Corporation. In addition, the Stockholder(s) agree to liquidate the assets of the Corporation as soon as practicable thereafter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written. Signed, Sealed and Delivered in the Presence of: "STOCKHOLDERS"

STOCKHOLDER

STOCKHOLDER

OBJECTION MY LORD

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CORPORATION

Authorized Signature

Print Name and Title

[CORPORATE SEAL]



AGREEMENT OF PURCHASE AND SALE OF SHARES

This Agreement of Purchase and Sale (the "Agreement") is made in two original copies, effective [DATE]

BETWEEN: [VENDOR NAME] (the "Vendor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASER NAME] (the "Purchaser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Whereas the Vendor owns all the issued shares of [NAME OF CORPORATION] (the "Corporation");

It is agreed as follows:

1. SUBJECT-MATTER

1.1 The Purchaser agrees to buy and the Vendor agrees to sell to the Purchaser all of the shares owned by the Vendor in the Corporation (the "Shares").

2. PURCHASE PRICE

2.1 The purchase price payable for the Shares is the total of the amounts allocated among the Shares as follows:

- a) for all the [INSERT CLASS] shares - [AMOUNT]
- b) for all the [INSERT CLASS] shares - [AMOUNT] ETC.

3. TERMS OF PAYMENT

3.1 The Vendor acknowledges receiving a cheque for [AMOUNT] from the Purchaser on execution of this agreement to be held by the Vendor as a deposit on account of the purchase price of the Shares and as security for the Purchaser's due performance of this agreement.

3.2 The Purchaser shall pay the balance of the purchase price of the Shares by certified cheque on closing.

3.3 It is understood and agreed that the purchase price of the Shares is based on the financial position of the Corporation shown in the balance sheet produced by the Vendor for the Corporation and appended as Schedule A. If the net book value of the Corporation as of the date of closing is less than [%] of the net book value of the Corporation shown in Schedule A, the Vendor shall refund the Purchaser the dollar value difference within a reasonable time of receipt of written notice of the difference. For the purposes of this paragraph, the net book value of the Corporation means the dollar book value of the assets of the Corporation minus the dollar book value of the liabilities,

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other than for shareholder equity, of the Corporation determined in accordance with generally accepted accounting principles.

4. CONDITIONS, REPRESENTATIONS AND WARRANTIES

4.1 In addition to anything else in this agreement, the following are conditions of completing this agreement in favor of the Purchaser:

- a) that the Vendor owns all the issued shares of the Corporation;
- b) that the Shares are fully paid-up and non-assessable;
- c) that no agreement or option exists pursuant to which the Corporation is or may be obliged to issue further shares of its authorized capital;
- d) that the Shares are sold free and clear of all liens, encumbrances and charges;
- e) that any consent required for the transfer of the Shares in accordance with the Purchaser's direction is given;
- f) that the Corporation is duly incorporated, validly subsisting and in good standing under the laws of its jurisdiction of incorporation;
- g) that the Corporation is not party to any collective agreement with a labor union;
- h) that the Vendor give the Purchaser and all duly authorized representatives of the Purchaser full and complete access during normal business hours to the business premises and corporate, business, accounting, tax and employment records of the Corporation for the purpose of investigating the business and affairs of the Corporation;
- i) that the Purchaser obtain financing on terms satisfactory to the Purchaser to complete the purchase;
- j) that the Vendor supply or deliver on closing all of the closing documents.

4.2 The Purchaser agrees that, unless and until the purchase of the Shares contemplated in this agreement is completed, the Purchaser shall keep confidential all confidential information obtained by the Purchaser from the Vendor or the Corporation about the Vendor and the business and affairs of the Corporation.

4.3 The following representations and warranties are made and given by the Vendor to the Purchaser and expressly survive the closing of this agreement. The representations are true as of the date of this agreement and will be true as of the date of closing when they shall continue as warranties

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according to their terms. At the option of the Purchaser, the representations and warranties may be treated as conditions of the closing of this agreement in favor of the Purchaser. However, the closing of this agreement shall not operate as a waiver or otherwise result in a merger to deprive the Purchaser of the right to sue the Vendor for breach of warranty in respect of any matter warranted, whether or not ascertained by the Purchaser prior to closing:

- a) the Vendor is a resident of [COUNTRY] within the meaning of the Income Tax Act of [COUNTRY];
- b) the Articles of Incorporation and all amendments to the Articles of Incorporation of the Corporation are as stated in Schedule B;
- c) the issued share capital of the Corporation is as stated in Schedule C;
- d) the balance sheet appended in Schedule A and the financial statements for the last [NUMBER] complete fiscal years of the Corporation produced by the Vendor appended in Schedule D have been prepared in accordance with generally accepted accounting principles applied on a consistent basis and are fair and accurate;
- e) the Corporation owns the assets recorded in the balance sheet appended in Schedule A free and clear of liens, charges and encumbrances except as noted in Schedule E;
- f) the Corporation has properly reported and is not in arrears of payment of any direct or indirect taxes or of any employee-related statutory deductions or remittances;
- g) the corporate, business, accounting, tax and employment records of the Corporation are complete in all material respects;
- h) the business of the Corporation will not be adversely affected in any material respect in any way, whether by the Vendor or by any other person or cause whatsoever, up to closing and the Vendor will not do anything before or after closing to prejudice the goodwill of the Corporation;
- i) the Corporation will carry on business as usual until closing except that it will not declare any dividends or make any other distributions of capital or retained earnings or undertake or compromise any major contractual liabilities without the express written consent of the Purchaser;
- j) there are no outstanding legal actions or judgments against the Corporation and the Corporation is not in default of any agreement to which the Corporation is a party and that all such agreements are in good standing and the Corporation is entitled to all stated benefits in such agreements;

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- k) the Vendor has made full and fair disclosure in all material respects of any matter that could reasonably be expected to affect the Purchaser's decision to purchase the Shares on the terms set out in this agreement;
- l) the Vendor will execute such assignments, consents, clearances or assurances after closing, prepared at the Purchaser's expense, as the Purchaser considers necessary or desirable to assure the Purchaser of the proper and effective completion of this agreement.

4.4 The following warranty is made and given by the Purchaser to the Vendor in consideration of the closing of this agreement: the Purchaser will personally indemnify and save the Vendor harmless from claims on any outstanding personal guarantees given by the Vendor for the contractual obligations of the Corporation.

5. NON-COMPETITION

5.1 The Vendor covenants with the Purchaser that, in consideration of the closing of this agreement, the Vendor will not operate a [TYPE OF BUSINESS] business or in any way aid and assist any other person to operate such a business in [GEOGRAPHICAL AREA] for a period of [PERIOD] from the date of closing.

6. CLOSING DOCUMENTS

6.1 The Vendor shall deliver to the Purchaser, in registrable form where applicable, the following closing documents (the "closing documents"), prepared or obtained at the Vendor's expense, on or before closing:

- a) certificates of the Shares duly assigned in accordance with the direction of the Purchaser together with satisfactory proof of the giving of any consent required for the assignment;
- b) all the corporate, business, accounting, tax and employment records of the Corporation;
- c) the written resignation of each director and officer of the Corporation effective as of the date of closing together with each director's and officer's personal release of all contracts with and claims against the Corporation;
- d) a duly certified record of a resolution passed by the shareholders of the Corporation electing [NAME(S)] to the Board of Directors of the Corporation effective as of the date of closing;
- e) a statutory declaration that the Vendor is a resident of [COUNTRY] within the meaning of the Income Tax Act of [COUNTRY] as of the date of closing;

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- f) such other assignments, consents, clearances or assurances as the Purchaser reasonably considers necessary or desirable to assure the Purchaser of the proper and effective completion of this agreement.

7. CLOSING DATE

7.1 The purchase and sale in this agreement shall close on [DATE].

8. MISCELLANEOUS

8.1 In this agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.

8.2 The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.

8.3 If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.

8.4 Time is of the essence of this agreement.

8.5 There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.

8.6 This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

8.7 This agreement is governed by the laws of the Province of [PROVINCE].

9. ACCEPTANCE

9.1 This agreement executed on behalf of the Purchaser constitutes an offer to purchase which can only be accepted by the Vendor by return of at least one originally accepted copy of agreement to the Purchaser on or before [DATE] failing which the offer becomes null and void. If this offer becomes null and void or is validly revoked before acceptance or this agreement is not completed by the Purchaser for any valid reason, any deposit tendered with it on behalf of the Purchaser shall be returned without penalty or interest.

Signed, Sealed and Delivered in the Presence of:

VENDOR

PURCHASER

Authorized Signature

Authorized Signature

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Print Name and Title

Print Name and Title



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ASSIGNMENT AND TRANSFER OF STOCK CERTIFICATE

This Assignment and Transfer of Stock Certificate (the "Assignment") is made and effective [DATE],

BETWEEN: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TRANSFEROR NAME] (the "Transferor"), an individual having his main residence located at:

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to [TRANSFeree], [AMOUNT] shares of the stock of [COMPANY NAME] (the Corporation) standing in the name of the undersigned on the books of the Corporation and represented by Certificate [NUMBER].

The undersigned hereby and irrevocably constitutes and appoints [NAME OF ATTORNEY-IN-FACT], attorney-in-fact, to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated: [DATE]

CORPORATION

TRANSFEROR

Authorized Signature

Authorized Signature

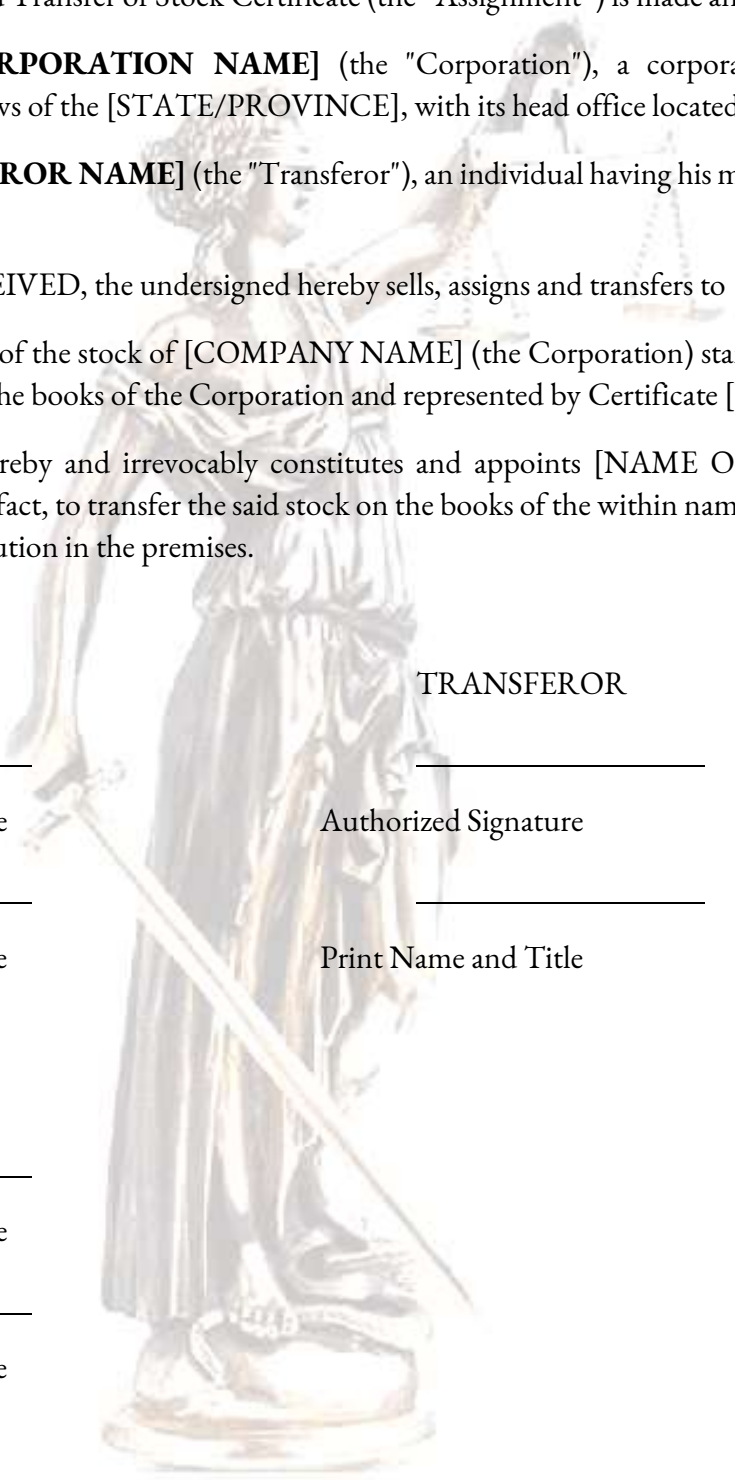
Print Name and Title

Print Name and Title

In the presence of:

Authorized Signature

Print Name and Title



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ASSIGNMENT OF SHARES

This Assignment of Shares (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at

TERMS

1. For value received, which is acknowledged, the Assignor hereby assigns all interest and benefit to Assignee in the [CLASS] shares of [CORPORATION NAME] evidenced by Share Certificate No(s). [NUMBER(S)] (the "Shares").
2. The Assignor warrants the Assignee that the Shares are fully paid-up and that the Assignor owns the Shares free and clear of all encumbrances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

BILL OF SALE

BETWEEN: [COMPANY A NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY B NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

The parties agree as follows:

The Seller for and in consideration of the sum of [AMOUNT], receipt of which is acknowledged, does sell, grant, convey, transfer and assign to the Buyer its successors and assigns, all of Seller's outstanding stock, of which [NUMBER] shares of common stock and [NUMBER] shares of preferred stock constitute all of the outstanding stock of Seller, all property and assets, real and personal, tangible and intangible, of every kind and description owned by Seller, which are listed in Schedule "A" annexed hereto, which is incorporated herein and made a part hereof.

TO HAVE AND TO HOLD to Buyer, its successors and assigns, forever.

AND Buyer, in further consideration of the transfer and assignment, agrees to assume and pay the liabilities of Seller, if any.

AND the Seller for itself, its successors and assigns, covenants and agrees to warrants that said goods and chattels are free and clear of all encumbrances, that it has full right and title to sell the same, and that it will warrant and defend the same against the claims and demands of all persons.

The Seller hereby warrants and covenants that I shall not within [NUMBER] years of the date of this instrument engage in the business of [BUSINESS TYPE] within [TERRITORY].

The Seller has caused this bill of sale to be signed by its President, its corporate seal to be affixed to it and attested to by its Secretary on [DATE].

[CORPORATION A NAME]

[PRESIDENT NAME]

President

ATTEST

[SECRETARY NAME]

Secretary

[CORPORATION B NAME]

[PRESIDENT NAME]

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President

[CORPORATE A SEAL]



CHECKLIST FOR EVALUATION TO BUY A BUSINESS

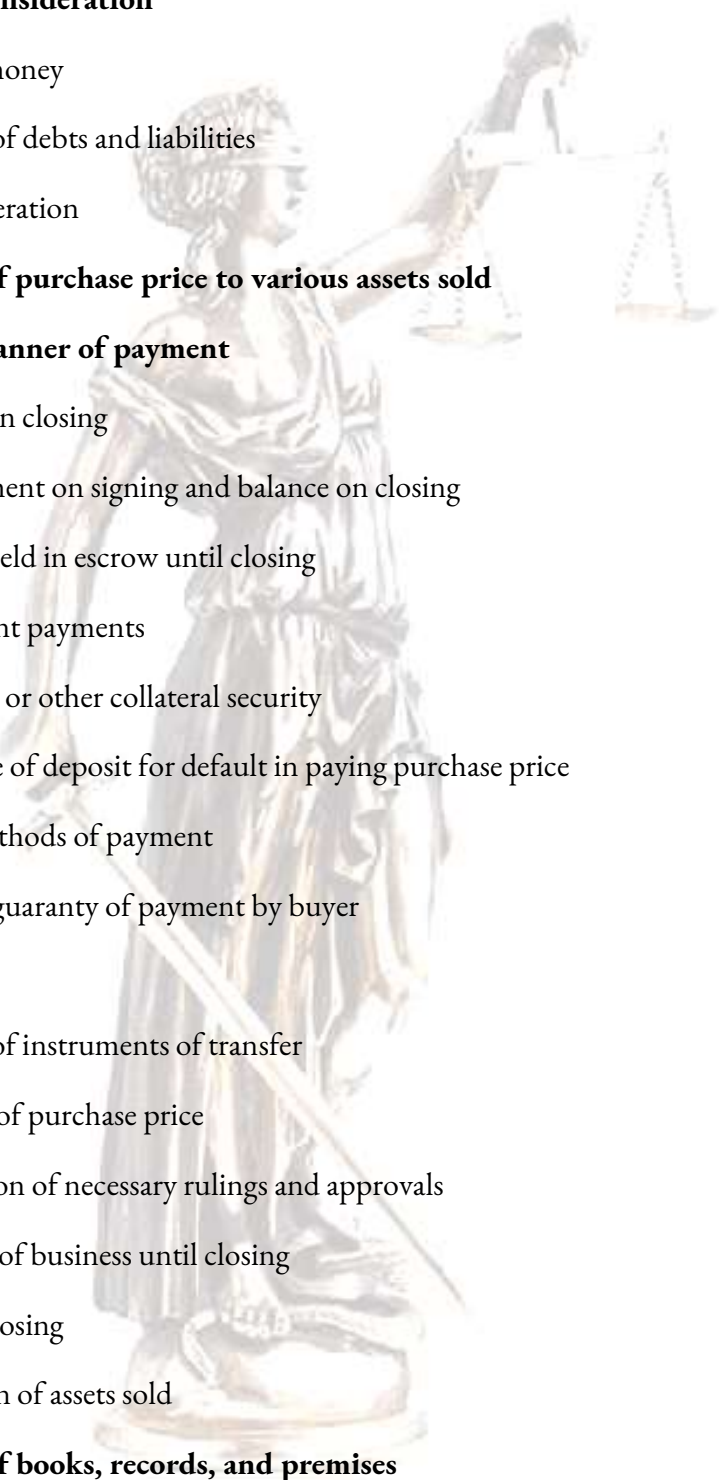
When you find a business that you would like to buy, you will need to consider a number of points before deciding whether to purchase it. Take a good, close look at the business and answer the following questions. They will help you determine whether the business is a sound investment.

- Why does the current owner want to sell the business?
- What type of growth potential does this business have?
- If the business is in decline, will you be able to save it and make it successful?
- Is the business in sound financial condition? Have you seen audited year-end financial statements for the business? Have you reviewed the most recent statements? Have you reviewed the business's last five tax returns?
- Have you seen copies of all of the business's current contracts?
- Is the business now, or has it ever been, under investigation by any government agency? If so, what is the status of any current investigation? What were the results of any past investigation?
- Is the business currently involved in a lawsuit, or has it ever been involved in one? If so, what is the status or result?
- Does the business have any debts or liens against it? If so, what are they for, and in what amounts?
- What percentage of the business's accounts are past due? How much does the business write off each year for bad debts?
- How many customers does the business serve on a regular basis?
- Who makes up the market for this business? Where are your customers located? Do they all come from your community or from across the state, or are they spread across the globe?
- Does the amount business vary from season to season?
- Does any single customer account for a large portion of the sales volume? If so, would the business be able to survive without this customer? Remember, the larger the customer base is, the more easily you will be able to survive the loss of any customers. If, on the other hand, the business exists mainly to serve a single client, the loss of that client could be catastrophic.

CHECKLIST FOR SALE OF A BUSINESS

The Sale Agreement should include the following items and terms:

- 
- Identification of parties**
 - Names
 - Addresses
 - Character of each party**
 - Corporation
 - Sole proprietorship
 - Professional practitioner
 - Recitals**
 - Business or profession conducted by seller
 - Desire of seller to sell and buyer to buy
 - Desire of seller to retire
 - Assets subject to agreement**
 - Business building and other real property
 - Good will; use of firm name or customer lists
 - Stock in trade
 - Equipment, furniture, and fixtures
 - Patents, copyrights, trademarks, and trade names
 - Cash on hand and on deposit
 - Insurance policies
 - Notes and accounts receivable, securities for debts, and outstanding contracts
 - Other assets

- 
- Valuation of assets sold
 - Nature of consideration**
 - Payment of money
 - Assumption of debts and liabilities
 - Other consideration
 - Allocation of purchase price to various assets sold**
 - Time and manner of payment**
 - All cash on closing
 - Part payment on signing and balance on closing
 - Deposit held in escrow until closing
 - Installment payments
 - Mortgage or other collateral security
 - Forfeiture of deposit for default in paying purchase price
 - Other methods of payment
 - Personal guaranty of payment by buyer
 - Closing**
 - Delivery of instruments of transfer
 - Payment of purchase price
 - Acquisition of necessary rulings and approvals
 - Conduct of business until closing
 - Date of closing
 - Inspection of assets sold
 - Inspection of books, records, and premises**
 - Furnishing of customer list

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- Furnishing of supplier list
- Representations by seller**
 - Title to property and assets
 - Authority to enter into agreement
 - Accuracy and completeness of books and records
 - All outstanding liens, contracts, judgments, and other obligations disclosed
 - Absence of labor disputes
 - Validity of patents, copyrights, trademarks, and trade names
 - Compliance with all laws affecting business
 - Survival of representations

- Indemnification of buyer**

- Assumption by buyer of lease**

Obtaining of lessor's consent to assignment of lease

- Assumption by buyer of outstanding contracts**

Disavowal of contracts not listed by seller

- Assumption by buyer of seller's collective bargaining agreement**

- Payment of broker's commission**

- Instruction of buyer by seller in operation of business**

Employment of seller as executive of buyer

- Covenant not to compete**

- Territory

- Duration

- Responsibility for obtaining necessary approvals and making necessary filings**

- 
- Tax rulings
 - Antitrust rulings
 - Similar approvals
 - Payment of sales or use taxes imposed on transfer of assets**
 - Payment of other taxes**
 - Transfer of tax identification numbers**
 - Insurance**
 - Contingencies**
 - On buyer's obtaining license or permit
 - On buyer's continuation as franchisee
 - Execution of bill of sale to transfer personal properties**
 - Transfer of titles of motor vehicles**
 - Execution of warranty deed to transfer real properties**
 - Risk of loss**
 - Remedies on default**
 - Assignability of rights under agreement**
 - Modification of agreement**
 - Arbitration of disputes**
 - Manner of giving notice**
 - Binding effect of agreement on successors and assigns**
 - Governing law**
 - Date of execution**
 - Signatures**

CHECKLIST FOR BUY/SELL AGREEMENTS

Critical What If's?

The time to prevent disputes is before they occur. Experience proves that owners' anxieties created in dealing with one another are inversely proportional to the effort they spend addressing business problems in the event that they should happen. Dealing with these contingencies before they manifest themselves is the secret to a harmonious business relationship with other owners. Legal fees as well as sleepless nights will be minimized if you agree to the "What If's" now.

Use the checklist below to determine areas where you may need assistance. Answer Yes or No to each question.

Applicability

- Should the agreement apply only to the current owners or should it be binding on all owners throughout the life of the business entity?
- Should the agreement provide that it supersedes all other agreements to redeem a business interest?
- Is the agreement being reviewed annually? (Changes of price or terms should require a unanimous vote of the owners.)

Type of Agreement

- Should the agreement be structured as a redemption agreement or as a cross-purchase agreement?
- Should the agreement be structured:
 - To require the seller to sell and the buyer to buy?
 - To give the buyer an option to require the seller to sell?
 - To give the seller an option to require the buyer to buy?
 - To give a right of first refusal to the buyer?
- Should the death of an owner cause an automatic buyout of the owner's interest or should his/her family be allowed to remain as an owner?

Buyout Price and Time for Payout

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- Should the buyout price from the estate or heirs of a deceased owner be addressed? If yes, when should it be paid? What interest rate should the obligation bear?
- Should the buyout price to a disabled owner be addressed? If yes, when would it be paid?
- Should the buyout price to an owner who resigns or is dismissed be addressed? If yes, when should it be paid?
- Should there be a difference in price if there is an amiable parting of ways? If yes, when should it be paid?
- Should the buyout price to an owner who goes bankrupt be addressed? If yes, when should it be paid?
- Should the price reflect the fact that you are selling to a long time business associate rather than an outsider?

Funding

- Should the agreement provide that the buyout be funded by life insurance or some other investment vehicle?
- If funded with life insurance: Should the type of life insurance used be addressed (i.e. term life, ordinary life, last to die, paid-up life, universal life or an endowment policy?)
- Should a life insurance trust be used?
- Should all of the policy proceeds be required to be used to redeem the interest?
- Can part of the proceeds be used to help the entity recover from the loss of the owner?
- Should whole life insurance policies with cash values be transferred to the owner at termination or retirement?

Security

- Should the agreement be guaranteed or secured?
- If so, should the security be in the form of:
 - A pledge of business assets?
 - A personal guarantee by the other owners?
 - An agreement obligating the entity to refrain from increasing salaries, paying dividends or making loans until all outstanding liabilities to the beneficiaries are paid?

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Loans

- Should the disposition of owners' loans, whether receivables or payables, in the event of termination because of death or disability be addressed?
- Should the disposition of owners' loans in the event of termination other than because of death or disability be addressed?

Covenant Not to Compete

- Should there be a covenant not to compete? If so, should there be geographic and time limitations?

Other

- Should there be a period of disability before the other owners of the business have the right to buy out a disabled owner?
- Should an owner have the right to transfer or assign to a trust, for estate-tax planning purposes, their rights and interests in the business?
- Should the spouses of the owners sign the buy/sell agreement?
- Do other family members presently own any stock?

LEGENDS FOR STOCK CERTIFICATES

1. Securities Act Legend

In typical start-up companies where the shares are issued under the private placement exemption from the registration requirements of the Securities Act of 1933, the following legend (or a variation thereof) should be placed on the front of the stock certificate or on the back with a notice on the front referring to the legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT, IF ANY, COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.

2. Intrastate Offering Legend

If the securities have been issued in a transaction exempted from the federal registration requirements pursuant to the intrastate offering exemptions from the Securities Act of 1933, then the following legend should be placed on the stock certificate:

FOR A PERIOD OF NINE MONTHS FROM THE DATE OF THE LAST SALE OF SECURITIES BY THE ISSUER IN CONNECTION WITH THE OFFERING WHEREBY THESE SHARES WERE PURCHASED, ALL REALES OF THESE SECURITIES, BY ANY PERSON, SHALL BE MADE ONLY TO BONA FIDE PERMANENT RESIDENTS OF THE STATE OF [name of state].

3. STATE Securities Legend

State securities laws may require the imposition of additional legends. For example, in California, if securities are qualified with the Department of Corporations, the following legend is sometimes required by the Department of Corporations on the certificate:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THE SECURITIES, OR ANY INTEREST THEREIN OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF

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CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

4. Restrictions on Transfer

If the company and the shareholders have entered into an agreement imposing restrictions on transfer of the shares or placing rights of first refusal on sale of the shares, a form of the following legend is appropriate. Restrictions on transfer may not be valid as against a purchaser without actual knowledge of the restriction unless the restriction is conspicuously noted on the certificate.

THE SHARE, TRANSFER, OR HYPOTHECATION OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS RESTRICTED BY THE PROVISIONS OF AN AGREEMENT AMONG THE ISSUER OF THESE SHARES AND ITS SHAREHOLDERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE ISSUER.

5. Employee Restricted Stock

If the shares are issued pursuant to an Employee Restricted Stock Purchase Agreement that provides for vesting of the shares dependent upon continued employment with the company, or if the company or other shareholders have certain repurchase rights in connection with the shares, a variation of the following provision will be appropriate:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO REPURCHASE PROVISIONS IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE ISSUER AND THE SHAREHOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE ISSUER.

6. Preferred Stock

If the stock to be issued is preferred stock, consider the following legend:

THE RIGHTS, PREFERENCES, PRIVILEGES AND RESTRICTIONS GRANTED TO OR IMPOSED UPON EACH CLASS OR SERIES OF SHARES OF THE CORPORATION ARE CONTAINED IN THE CORPORATION'S ARTICLES OF INCORPORATION, A COPY OF WHICH IS OBTAINABLE FROM THE SECRETARY OF THE CORPORATION UPON REQUEST AND WITHOUT CHARGE.

7. Other Legends

It may also be required by law or be otherwise appropriate that the share certificate reflect rights or liabilities attendant to the shares such as assessment rights, preemptive rights, special qualifications of

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persons who may be shareholders, restrictions on or assignment of voting rights, or rights of co-sale and the like.



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[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: COMPANY CREDIT ACCOUNT APPROVAL

Dear [Contact name],

This letter confirms your and our mutual intentions with respect to the potential transaction described herein between [NAME OF BUYER] (“Buyer”) and [NAME OF SELLER] (“Seller”)

1. Prices and Terms

We envisage that the principal terms of the proposed transaction would be substantially as follows:

(a) Business to be Acquired; Liabilities to be Assumed

We would acquire substantially all of the assets, tangible and intangible, owned by Seller that are used in, or necessary for the conduct of, its [BUSINESS TYPE] business, including, without limitation: (i) the [MAIN PRODUCT], subject to any obligations contained in disclosed license agreements and all related intellectual property; (ii) the fixed assets of Seller, (iii) any and all customer lists; and (iv) the goodwill associated therewith, all free and clear of any security interests, mortgages or other encumbrances.

(b) Consideration

The aggregate consideration for the assets and business to be purchased would be [AMOUNT]; provided, however, that the working capital (current assets less current liabilities) of the business to be purchased equals or exceeds [AMOUNT], as shown on a closing date balance sheet prepared in accordance with generally accepted accounting principles.

(c) Due Diligence Review

Promptly following the execution of this letter of intent, you will allow us to complete our examination of your financial, accounting and business records and the contracts and other legal documents and

generally to complete due diligence. Any information obtained by us as a result thereof will be maintained by us in confidence subject to the terms of the Confidentiality Agreement executed by the parties and dated [DATE] (the “Confidentiality Agreement”). The parties will cooperate to complete due diligence expeditiously.

(d) Conduct in Ordinary Course

In addition to the conditions discussed herein and any others to be contained in a definitive written purchase agreement (the “Purchase Agreement”), consummation of the acquisition would be subject to having conducted your business in the ordinary course during the period between the date hereof and the date of closing and there having been no material adverse change in your business, financial condition or prospects.

(e) Definitive Purchase Agreement

All of the terms and conditions of the proposed transaction would be stated in the Purchase Agreement, to be negotiated, agreed and executed by you and us. Neither party intends to be bound by any oral or written statements or correspondence concerning the Purchase Agreement arising during the course of negotiations, notwithstanding that the same may be expressed in terms signifying a partial, preliminary or interim agreement between the parties.

(f) Employment Agreement

Simultaneously with the execution of the Purchase Agreement, we would enter into employment agreements with [OWNER A NAME] and [OWNER B NAME] on such terms and conditions as would be negotiated and agreed by them and us, including mutually agreeable provisions regarding term, base and incentive compensation, confidentiality, assignment to us of intellectual property rights in past and future work product and restrictions on competition. We would also offer employment to substantially all of Seller’s employees and would expect the management team to use its reasonable best efforts to assist us to employ these individuals.

(g) Timing

We and you would use all reasonable efforts to complete and sign the Purchase Agreement on or before [DATE] and to close the transaction as promptly as practicable thereafter.

2. Expenses

You and we will pay our respective expenses incident to this letter of intent, the Purchase Agreement and the transactions contemplated hereby and thereby.

3. Public Announcements

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Neither you nor we will make any announcement of the proposed transaction contemplated by this letter of intent prior to the execution of the Purchase Agreement without the prior written approval of the other, which approval will not be unreasonably withheld or delayed. The foregoing shall not restrict in any respect your or our ability to communicate information concerning this letter of intent and the transactions contemplated hereby to your and our, and your and our respective affiliates', officers, directors, employees and professional advisers, and, to the extent relevant, to third parties whose consent is required in connection with the transaction contemplated by this letter of intent.

4. Broker's Fees

You and we have represented to each other that no brokers or finders have been employed who would be entitled to a fee by reason of the transaction contemplated by this letter of intent.

5. Exclusive Negotiating Rights

In order to induce us to commit the resources, forego other potential opportunities, and incur the legal, accounting and incidental expenses necessary properly to evaluate the possibility of acquiring the assets and business described above, and to negotiate the terms of, and consummate, the transaction contemplated hereby, you agree that for a period of [number of days] days after the date hereof, you, your affiliates and your and their respective officers, directors, employees and agents shall not initiate, solicit, encourage, directly or indirectly, or accept any offer or proposal, regarding the possible acquisition by any person other than us, including, without limitation, by way of a purchase of shares, purchase of assets or merger, of all or any substantial part of your equity securities or assets, and shall not (other than in the ordinary course of business as heretofore conducted) provide any confidential information regarding your assets or business to any person other than us and our representatives.

6. Miscellaneous

This letter shall be governed by the substantive laws of the State of [STATE/PROVINCE] without regard to conflict of law principles. This letter constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

7. No Binding Obligation

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Except for Sections 1(c) and 2 through 6, THIS LETTER OF INTENT DOES NOT CONSTITUTE OR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY TO THIS LETTER OF INTENT. NO SUCH OBLIGATION SHALL BE CREATED, EXCEPT BY THE EXECUTION AND DELIVERY OF THE PURCHASE AGREEMENT CONTAINING SUCH TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION AS SHALL BE AGREED UPON BY THE PARTIES, AND THEN ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH PURCHASE AGREEMENT.

The Confidentiality Agreement is hereby ratified and confirmed as a separate agreement between the parties thereto.

If the foregoing terms and conditions are acceptable to you, please so indicate by signing the enclosed copy of this letter and returning it to the attention of the undersigned.

Very truly yours,

[BUYER NAME]

Your title

Telephone contact

youremail@yourcompany.com

ACCEPTED AND AGREED

[SELLER COMPANY NAME]

By: _____

Title: _____

OBJECTION MY LORD

OPTION TO ACQUIRE SHARES FROM A SHAREHOLDER

BETWEEN: [SELLER'S NAME] (the "Seller"), who owns [NUMBER] of shares of the common stock of [NAME OF COMPANY], a corporation organized and existing under the laws of the [STATE/PROVINCE] (the "Company")

AND: [BUYER'S NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is entered into upon the basis of the following facts and intentions of the parties:

- A.** Seller owns [NUMBER] of shares of the common stock (the "Shares") of the Company.
- B.** Buyer desires to obtain an option to purchase the Shares from Seller and Seller is willing to grant such an option to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Option

As of the date hereof, the Seller grants to Buyer an option (the "Option") to purchase all of the Shares from Seller upon all of the terms, covenants and conditions hereinafter set forth. The share certificates representing the Shares shall hereafter bear a legend referring to this Option Agreement.

Consideration for the Option

As consideration for the Option, Buyer shall pay to Seller the sum of \$[AMOUNT] on the date hereof. In the event this option is exercised, all consideration paid for the Option [SHALL OR SHALL NOT] be applied against and be deemed to be a payment upon the purchase price. In the event that Buyer does not exercise the Option, the consideration paid to Buyer for the Option [WILL OR WILL NOT] be retained by Seller without deduction or offset.

Term and Exercise

Buyer may exercise the Option at any time up to and until [DATE], by giving Seller written notice of his intention to exercise the Option.

Purchase Price

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The purchase price (“Purchase Price”) which Buyer agrees to pay upon exercise of the Option is [AMOUNT] Dollars (\$[AMOUNT]) per share, payable in cash.

Number of Shares

The number and class of Shares specified in this Agreement and/or the Purchase Price are subject to appropriate adjustment in the event of any merger, reorganization, consolidation, re-capitalization, liquidation, stock dividend, split-up, share combination or other change in the corporate structure of the Company affecting the Shares.

Representations and Warranties of Seller

The Seller represents and warrants to the Buyer that:

The Seller has full power and authority to execute and deliver this Agreement, and this Agreement is a valid and binding agreement enforceable against the Seller in accordance with its terms;

Neither the execution of this Agreement nor the sale of the Shares will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding or arrangement to which the Seller is a party or by which Seller is bound or of any law, decree, or judgment;

Now and up to the time of exercise of the Option, the Seller will have valid title to the Shares, free and clear of all claims, liens, charges, encumbrances and security interests, and will transfer such Shares upon exercise of the Option to the Buyer free and clear of all claims, liens, charges, encumbrances and security interests;

The Purchase Price may or may not reflect the actual value of the Shares, that the Seller has investigated the value independently, that he has been represented by independent counsel, and that he understands that the value of the Shares when and if the Option is exercised may be significantly higher than the Purchase Price; and

Prior to [DATE], Seller shall not sell, assign, transfer, pledge, hypothecate, or otherwise encumber any of the Shares.

Cooperation

Each party shall, upon request of the other party, promptly execute and deliver all additional documents reasonably deemed by the requesting party to be necessary, appropriate or desirable to complete and evidence the sale, assignment and transfer of the Shares pursuant to this Agreement.

Representations and Warranties of the Buyer

Buyer represents and warrants to the Seller that (a) this Agreement is a valid and binding agreement enforceable against Buyer in accordance with its terms and (b) Buyer, if he exercises the option, will be

OBJECTION MY LORD

purchasing the Shares for his own account and not with a view to or for sale in connection with any distribution of such Shares in violation of applicable securities laws.

Purchase and Sale

If Buyer exercises the Option, at a closing (the “Closing”), the Seller shall sell, transfer and deliver the Shares, represented by certificates duly endorsed in blank or accompanied by stock powers duly executed, to the Buyer, and the Buyer shall purchase the Shares in exchange for the Purchase Price.

Dividends and Voting Rights

Until the Option is exercised, if at all, all dividends and voting rights attendant to the Shares shall remain with Seller.

Buyer May Exercise Option For Less Than All Shares

Notwithstanding any other provision herein to the contrary, the Buyer may exercise the Option with respect to less than all of the Shares.

Survival

All representations, warranties and agreements made by the Seller and by the Buyer in this Agreement shall survive the execution of this Agreement and any Closing and any investigation at any time made by or on behalf of any party hereto.

Modification; Assignment

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto. Buyer may assign his rights under this Agreement with the consent of Seller.

Successors

This Agreement will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective heirs, beneficiaries, executors, representatives and permitted assigns.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

Entire Agreement

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This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all agreements, understanding, representations, or warranties, whether oral or written, by or among the parties, previously or contemporaneously made or given.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the Buyer and Seller as of the day and year first written below:

BUYER:

SELLER:

[BUYER NAME]

[SELLER NAME]



OPTION TO BUY AGREEMENT

BETWEEN: [COMPANY NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [NAME] (the "Buyer"), an individual, with its principal place of living located at:

1. Buyer hereby pays to Owner the sum of \$[AMOUNT] in consideration for this option, which option [SHALL OR SHALL NOT] be credited to the purchase price if option exercised.
2. Buyer has the option and the right to buy [DESCRIBE PROPERTY] during the option period for the full price of \$[AMOUNT].
3. This option will remain in effect until [DATE], and thereupon expire unless sooner exercised.
4. To exercise the option, Buyer must notify Owner of same by certified mail within the option period.
5. If Buyer exercises the option, then Buyer and Owner agree to sign the attached and completed contract of sale, and consummate the sale on its terms.
6. This option agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this [DAY] day of [MONTH] [YEAR].

In the presence of [WITNESS NAME]

[OCCUPATION]

[OWNER NAME]

[BUYER NAME]

[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: PROPOSAL TO PURCHASE [NAME OF BUSINESS]

Dear [CONTACT NAME],

We are interested in negotiating an agreement for the purchase and sale as a going concern of all the business assets, including furniture, fixtures and equipment, stock in trade, parts and supplies, leasehold interest and goodwill, owned by you in connection with the [TYPE OF BUSINESS] business carried on as [NAME OF BUSINESS] at [ADDRESS].

Subject to formal contract, we are prepared to pay [AMOUNT] for the business on the following terms:

[INSERT TERMS]

If you are interested in selling at this price on these terms, please let us know and we will make you a formal offer to purchase.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

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RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [FIRST HOLDER NAME] (the "First Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND HOLDER NAME] (the "Second Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [THIRD HOLDER NAME] (the "Third Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the mutual promises, covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions

Certain terms used herein are defined as follows:

"Board of Directors" means the Board of Directors of the Company and any committee thereof.

"Immediate Family" means any spouse, child, grandchild, parent, brother, or sister of a Holder.

"Shares" means any shares of capital stock of the Company or any securities convertible into or exchangeable for any class of capital stock of the Company and all securities into which such Shares may be converted or reclassified as a result of any merger, consolidation, stock split, stock dividend, or other recapitalization of the Company, whether now owned or hereafter acquired.

2. Restrictions on Transfer

No Holder may sell or engage in any transaction which has resulted in or will result in a change in the beneficial or record ownership of any Shares held by the Holder, including without limitation a voluntary or involuntary sale, assignment, transfer, pledge, hypothecation, encumbrance, disposal, loan, gift, attachment or levy (a "Transfer"), except as provided in this Agreement, and any such Transfer of Shares or attempted Transfer of Shares in contravention of this Agreement shall be void and ineffective for any purpose or confer on any transferee or purported transferee any rights whatsoever.

3. Right of First Refusal

- a. Each time a Holder proposes to Transfer (or is required by operation of law or other involuntary transfer) any or all of the Shares standing in such Holder's name or owned by him or her during the term of this Agreement, such Holder shall first offer such Shares to the Company in accordance with the following provisions:
- b. Such Holder shall deliver a written notice (a "Notice") to the Company stating (a) such Holder's bona fide intention to Transfer such Shares, (b) the name and the address of the proposed transferee, (c) the number of Shares to be transferred, and (d) the purchase price per Share and terms of payment for which the Holder proposes to Transfer such Shares.
- c. Within [NUMBER] days after receipt of the Notice, the Company or its designee shall have the first right to purchase or obtain such Shares, upon the price and terms of payment designated in the Notice. If the Notice provides for the payment of non-cash consideration, the Company at its option may pay the consideration in cash equal to the Company's good faith estimate of the present fair market value of the non-cash consideration offered.
- d. If the Company or its designee elects not to purchase or obtain all of the Shares designated in the selling Holder's Notice, then the Holder may Transfer the Shares referred to in the Notice to the proposed transferee, providing such Transfer (a) is completed within 30 days after the expiration of the Company's right to purchase or obtain such Shares, (b) is made at the price and terms designated in the Notice, and (c) the proposed Transferee agrees to be bound by the terms and provisions of this Agreement and to become a party to this Agreement immediately upon receipt of such Shares. If such Shares are not so transferred, the selling Holder must give notice in accordance with this paragraph prior to any other or subsequent Transfer of such Shares.
- e. Notwithstanding Section 3(a), a Holder may Transfer Shares: (i) to a member of the Holder's Immediate Family or to a trust established for the benefit of a member or members of the Holder's Immediate Family, (ii) to an affiliate or equity holder of the Holder, (iii) to a person who is a constituent partner of the Holder on the date hereof, or (iv) to the estate of any of the foregoing by gift, will or intestate succession; provided that the Holder or his representative notifies the Company of such Transfer not less than [NUMBER] nor more than [NUMBER] days prior to the Transfer and that the proposed transferee agrees to be bound by the terms and provisions of this Agreement and to become a party to this Agreement immediately upon the receipt of such Shares.

4. No Transfer to Competitors

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A Holder may not Transfer any Shares to a competitor of the Company, or to any shareholder, partner or other beneficial holder of an equity ownership interest in a competitor, other than pursuant to a merger, combination, or other transaction approved by the Board of Directors.

5. Governing Law

Notwithstanding any provisions to the contrary contained in this Agreement, the Company's obligations to pay or complete payment for any Shares to be purchased by it under this Agreement is subject to its being legally permitted to do so under the tests contained in Sections [NUMBER] of the [STATE/PROVINCE/COUNTRY] General Corporation Law or any successor statute applicable thereto.

6. Legend on Stock Certificates

Each certificate representing shares owned of record or beneficially by a party to this Agreement shall be endorsed with the following legend:

THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN [NAME OF COMPANY] (THE COMPANY) AND THE HOLDERS THAT ARE SIGNATORIES THERETO, PROVIDING FOR, AMONG OTHER MATTERS, THE COMPANY'S RIGHT OF FIRST REFUSAL TO PURCHASE THE SECURITIES REPRESENTED BY THIS CERTIFICATE. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL BUSINESS OFFICE OF THE COMPANY.

Under no circumstances shall any Transfer of any Shares subject hereto be valid until the proposed transferee thereof shall have executed and become a party to this Agreement and thereby shall have become subject to all of the provisions hereof; and notwithstanding any other provisions of this Agreement, no such Transfer of any kind shall in any event result in the non-applicability of the provisions hereof at any time to any of the Shares subject hereto.

7. Term of Agreement

The restrictions on Transfer of Shares set forth in this Agreement shall terminate upon any of the following:

- a. The determination of the Board of Directors that this Agreement shall be terminated.
- b. The dissolution or bankruptcy of the Company.
- c. The consummation of a public offering for any of the common stock of the Company registered under the [LAW/CODE/ACT].

8. Acknowledgments

Each Holder acknowledges that other shareholders of the Company may have restrictions on their shareholdings different than the terms contained herein.

9. Further Assurances

Each party hereto agrees to perform any and all further acts and to execute and deliver any documents which may reasonably be necessary to carry out the provisions of this Agreement.

10. Modification

This Agreement as applied to any Holder may be amended at any time by the written agreement of the Company and a Holder affected thereby.

11. Will Provisions

Each Holder agrees to insert in his or her will, or to execute a codicil thereto, directing and authorizing his or her executor to fulfill and comply with the provisions hereof.

12. Notice

Any notice required or permitted hereunder shall be delivered in person or sent by telecopier, air courier or certified mail, return receipt requested, postage and fees prepaid in all cases; in the case of the Company, to the then current address of its then principal business office, to the attention of the Chairman of its Board of Directors, and, in the case of a Holder, to the address of such Holder shown on the signature page hereto, or to such other address as will have been specified by prior written notice to the sending party. Notice shall be effective upon delivery if it is hand-delivered; upon receipt if it is transmitted by telecopier, air courier or registered, certified or express mail; upon expiration of the third business day after deposit in the [COUNTRY] mail if mailed from and to an address in the [COUNTRY]; and upon expiration of the tenth business day after deposit in the [COUNTRY] mail if mailed from or to an address outside the [COUNTRY].

13. Succession

This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their permitted successors in interest of any kind whatsoever, their heirs, executors, administrators, and personal representatives.

14. Governing Law

This Agreement will be governed in all respects by the laws of the State of [STATE/PROVINCE] as such laws are applied to agreements between [STATE/PROVINCE] residents entered into and to be performed entirely within [STATE/PROVINCE], without regard to conflicts of law [principles]. The

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parties hereby consent to the exclusive jurisdiction of the state or federal courts located in the State of [STATE/PROVINCE], for the resolution of any disputes arising out of this Agreement.

15. Counterparts

This Agreement may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

16. Sole Agreement

This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements and understandings pertaining thereto whether oral or written.

17. Construction

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. The language of this Agreement shall be construed as to its fair meaning and not strictly for or against any party.

18. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be enforceable in accordance with its terms and interpreted as if such provisions were as excluded.

19. Attorney Fees

In the event that any dispute among the parties hereto should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

FIRST HOLDER

ISAAC CHRISTOPHER LUBOGO

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

SECOND HOLDER

THIRD HOLDER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



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CONSENT OF SPOUSE

The undersigned spouse(s) of the party (parties) to the foregoing Agreement acknowledge(s) on his or her own behalf that: I have read the foregoing Agreement and I know its contents. I am aware that by its provisions my spouse grants the Company an option to purchase all of his or her shares of the Company, including my community interest in them. I hereby consent to the sale, approve of the provisions of the Agreement, and agree that those shares and my interest in them are subject to the provisions of the Agreement and that I will take no action at any time to hinder operation of the Agreement on those shares or my interest in them.

SPOUSE

SPOUSE

Signature

Signature

Name

Name

SPOUSE

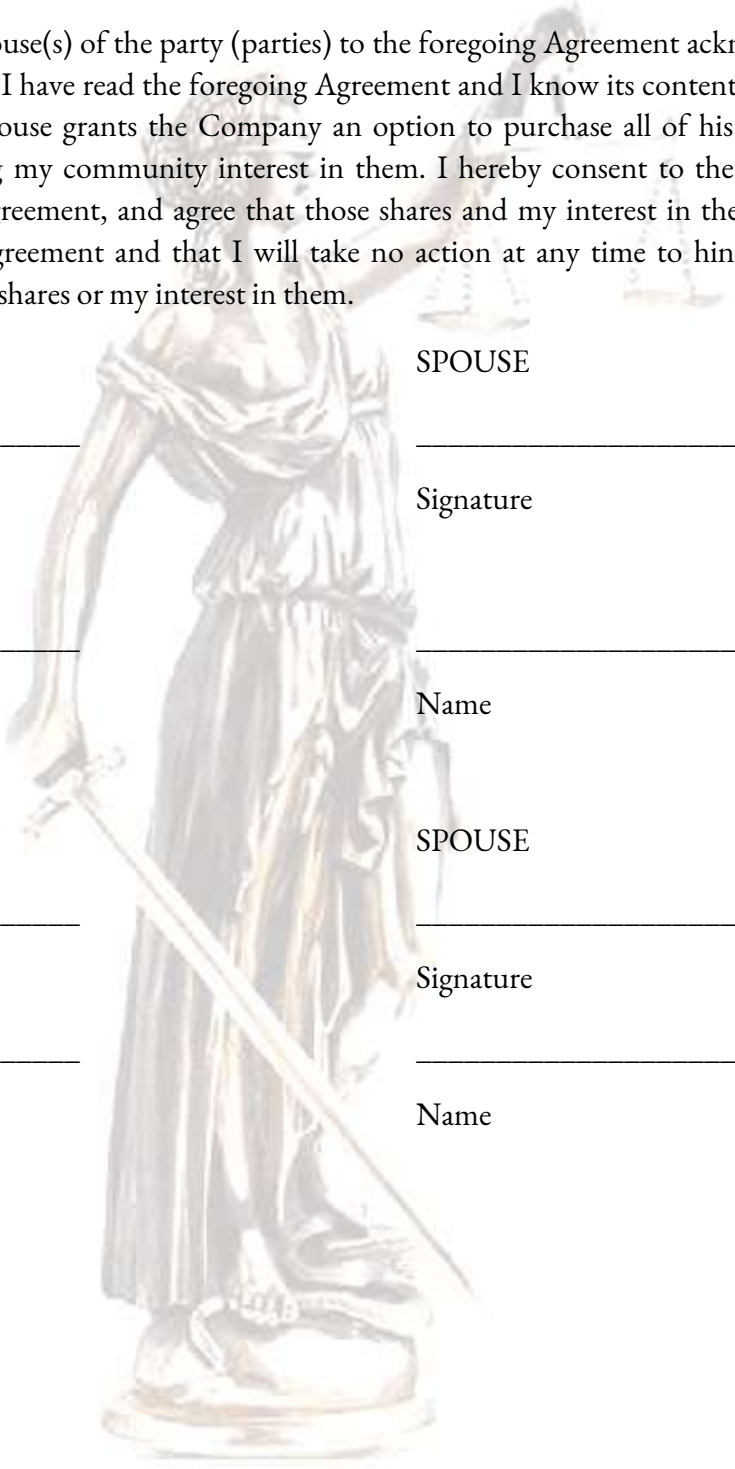
SPOUSE

Signature

Signature

Name

Name



STOCK AGREEMENT

This Stock Agreement (the "Agreement") is made and effective [DATE]

BETWEEN: [CORPORATION NAME] (the "Corporation"), an individual having is principal place of living located at:

AND: [STOCKHOLDER NAME] (the "First Stockholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [STOCKHOLDER NAME] (the "Second Stockholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. The above-named stockholders desire to assure continuity of ownership of the corporation.
- B. The stockholders, after mutual consultations, have agreed, in order to insure such continuity, to restrict the sale or transfer of shares of the corporation, both during the lifetime and at the death of any of the stockholders.

For the reasons above set forth, and in consideration of the mutual covenants and promises of the parties hereto, the corporation and the stockholders agree as follows:

1. FIRST RIGHT OF PURCHASE IN CORPORATION

If any stockholder shall, during the stockholder's lifetime, desire to sell or transfer all or any part of the stockholder's shares of stock in the corporation, the stockholder shall first offer to sell the above-mentioned shares to the corporation at a price per share equal to the then book value of each of the shares as of the last day of the calendar month next preceding the date the shares are offered for sale. Book value shall be determined by the independent certified accountants for the corporation and such valuation shall be in accordance with generally accepted accounting principles consistent with the method of accounting then employed by the corporation and shall be binding on the parties.

2. OFFER TO OTHER STOCKHOLDERS IF CORPORATION DOES NOT PURCHASE

The offer to sell shall be communicated in writing by the selling stockholder to the board of directors of the corporation and to all other stockholders, and the corporation shall have a period of [NUMBER] days after receipt of such notice in which to exercise its rights to purchase the shares at a price determined as specified in Section One. If the corporation shall refuse or neglect to notify the selling stockholder in writing of its intention to purchase the shares within the [NUMBER]-day period, or if the corporation is prohibited by law from making such a purchase or redemption, the selling stockholder shall then notify in writing the other stockholders of the stockholder's intention to sell and the number of shares

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offered for sale and the other stockholders shall have an additional period of [NUMBER] days within which to accept the offer to sell on the same terms and conditions as offered to the corporation, each of the other stockholders having the right to purchase the number of shares owned by the selling stockholder equal to such purchasing stockholders' proportionate ownership of the corporation immediately prior to the receipt of such offer to sell.

3. STOCKHOLDER'S RIGHTS IF NEITHER CORPORATION NOR OTHER STOCKHOLDERS EXERCISE OPTION

If neither the corporation nor the other stockholders elect to purchase the shares within the time limited on the terms set forth above, the stockholder desiring to sell or transfer his or her shares shall be free to do so to any other person or corporation free of any restrictions provided herein; provided, however, that such sale or transfer shall not be on terms less favorable to the selling stockholder unless the less favorable terms are re-offered to the corporation and/or the other stockholders as herein provided. If the sale or transfer to any other such person or corporation is not completed within [NUMBER] days after the expiration of the periods of time set forth in this agreement, the selling stockholder must, before making any subsequent sale or transfer, re-offer the shares to the corporation and/or the other stockholders as provided in this agreement.

4. CLOSING OF SALE

The closing of the sale and transfer of such shares to the corporation or to the other stockholders of the corporation shall take place within [NUMBER] days after the acceptance of the selling stockholders' offer to sell and the purchase price so determined shall be paid by the purchasers to the seller by means of a promissory note due [NUMBER] years from date, bearing interest at the rate of [%] per annum on the unpaid principal balance, principal payable in full at the end of the [NUMBER]-year term, plus interest. Such promissory note shall permit prepayment at any time without penalty.

Simultaneously with such payments, the stock of the selling stockholder shall be delivered to the purchaser in such form as to effectively transfer such shares, at which time such selling stockholder's rights as a shareholder of the corporation shall cease to exist as to the shares so transferred.

5. DEATH OF STOCKHOLDER

On the death of a stockholder named above, the corporation shall purchase and the estate or personal representative of the deceased stockholder shall sell the decedent's stock in the corporation for a consideration equal to the book value of such stock as established by the accountants for the corporation as herein provided above. In the event the corporation is then prohibited by law from making such purchase or redemption of the decedent's shares of stock in the corporation, the then surviving stockholders of the corporation shall purchase and the decedent's estate shall sell all of the shares of stock owned by the decedent on the date of his or her death at the same price and on the same terms and

ISAAC CHRISTOPHER LUBOGO

conditions as set forth above. In the event of the survival of two or more stockholders of the corporation; each shall be jointly and severally liable to the decedent's estate for the purchase price, but as between them they shall share such liability in the ratio that the number of the shares of stock respectively owned by them at the time of the decedent's death bears to the aggregate number of such shares and the shares of stock owned by the decedent's estate shall, in like manner, be apportioned between them based on their proportionate ownership of the shares of stock of the corporation at the date of the decedent's death. The closing of the sale and purchase of the shares by the corporation or, in the event of its inability to complete the purchase by the surviving stockholders shall be made within [NUMBER] months after the date of the deceased stockholder's death. In making the valuation of the shares, the accountants for the corporation shall determine the book value as herein provided as of the end of the calendar month next preceding the date of the decedent's death.

6. LEGEND ON STOCK CERTIFICATE

No stockholder of the corporation shall sell or offer to sell to a person not a party to this agreement, nor transfer or assign any of his or her right, title, or interest in or to any stock owned by the stockholder during the stockholder's lifetime nor shall a stockholder's heirs, personal representatives, successors, or assigns make any such sale or transfer of such shares after the death of any of the stockholders except in accordance with the terms and conditions of this agreement. Certificates of stock subject to this agreement shall be endorsed as follows: "This certificate of stock is subject to a stock purchase agreement between its owners, the issuing corporation, and the other stockholders thereof, dated [DATE] and is transferable only in accordance with the agreement."

7. TERMINATION OF AGREEMENT.

This agreement shall terminate and become null and void on the occurrence of any of the following events:

- A. Cessation of the corporate business or enterprise during the lifetime of the stockholders;
- B. Bankruptcy or receivership or dissolution of the corporation;
- C. Death of the stockholders simultaneously or within a period of [NUMBER] days, one from the other; or
- D. Mutual agreement of termination executed by all of the stockholders of the corporation and shown in the minute book.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CORPORATION

FIRST STOCKHOLDER

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Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

SECOND STOCKHOLDER

Authorized Signature

Print Name and Title



ISAAC CHRISTOPHER LUBOGO

Number _____

[Name of Corporation]

A [State] Corporation

[# Issued] Shares

[Common/PREFERRED] Stock

This certifies that [SHAREHOLDER] is the record holder of [Number Issued] shares of [Common/PREFERRED] stock of [NAME OF CORPORATION] transferable only on the share register of the corporation, in person or by duly authorized attorney, upon surrender of this certificate properly endorsed or assigned.

This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Articles of Incorporation and the By-Laws of the corporation and any amendments thereto.

A statement of all of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights may be obtained by any stockholder, upon request and without charge, at the principal office of the corporation.

WITNESS the signatures of its duly authorized officers this [day] of [MONTH], [YEAR].

[Name of Secretary], Secretary

[Name of President], President

SEE RESTRICTIVE LEGENDS ON REVERSE

For Value Received [NAME] hereby sells, assigns, and transfers unto, [NAME], [NUMBER] shares represented by the within certificate and hereby irrevocably constitutes and appoints [attorney] to transfer the said shares on the share register of the within named corporation with full power of substitution in the premises.

Dated [DATE]

In presence of _____

Witness

Stockholder

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NOTICE: THE SIGNATURE ON THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER [CODE OR LAW]. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT, IF ANY, COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.



STOCK OPTION AGREEMENT

THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE [ACT], AS AMENDED.

This Stock Option Agreement (“Agreement”) is made and entered into as of the date of grant set forth below (the “Date of Grant”)

BETWEEN: [COMPANY NAME] (the “Company”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [OPTIONEE NAME] (the “Optionee”), an individual with his main address at:

Capitalized terms not defined herein shall have the meaning ascribed to them in the Company’s [Year of Plan] Stock Option & Incentive Plan (the “Plan”).

Total Option Shares:

Exercise Price Per Share:

Date of Grant:

First Vesting Date:

Expiration Date for Exercise of Options:

Type of Stock Option:

(Check one):

Incentive Stock Option

Statutory Stock Option

1. Grant of Option

The Company hereby grants to Optionee an option (the “Option”) to purchase the total number of shares of Common Stock of the Company set forth above (the “Shares”) at the Exercise Price Per Share set forth above (the “Exercise Price”), subject to all of the terms and conditions of this Agreement and the Plan. If designated as an Incentive Stock Option above, the Option is intended to qualify as an “incentive stock option” (“ISO”) within the meaning of Section [number] of the [CODE], as amended (the “Code”). Only Employees of the Company shall receive ISOs.

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2. Exercise Price

The Exercise Price, is not less than the fair market value per share of Common Stock on the date of grant, as determined by the Board; provided, however, in the event Optionee is an Employee and owns stock representing more than [%] of the total combined voting power of all classes of stock of the Company or of its Parent or Subsidiary corporations immediately before this Option is granted, said exercise price is not less than one hundred ten percent [%] of the fair market value per share of Common Stock on the date of grant as determined by the Board.

3. Exercise of Option

This Option shall be exercisable during its term in accordance with the provisions of [PLAN] as follows:

a. Vesting

- i. This Option shall not become exercisable as to any of the number of the Shares as follows (check one):

Four Year Vesting:

Until the date that is [NUMBER] year from the date of grant of the Option (the "Anniversary Date"). On the Anniversary Date, this Option may be exercised to the extent of [%] of the Shares. Upon the expiration of each calendar month from the Anniversary Date, this Option may be exercised to the extent of the product of (a) the total number of Shares set forth at the beginning of this Agreement and (b) the fraction the numerator of which is [NUMBER] and the denominator of which is [NUMBER] (the "Monthly Vesting Amount"), plus the shares as to which the right to exercise the Option has previously accrued but has not been exercised; provided, however, that notwithstanding any of the above, the [%] exercisable on the Anniversary Date and the Monthly Vesting Amount with respect to any calendar month shall become exercisable only if the Employee was an employee of the Company or any Subsidiary of the Company as of the Anniversary Date and the last day of such month, respectively. Any time that the Optionee is on leave or is absent from performing services for the Company shall not be counted towards the vesting provided herein.

Alternate Vesting Schedule: As follows:

- ii. This Option may not be exercised for a fraction of a Share.
- iii. In the event of Optionee's death, disability or other termination of employment, the exercisability of the Option is governed by Sections 7, 8 and 9 below, subject to the limitations contained in subsection 3(i)(d).

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- iv. In no event may this Option be exercised after the date of expiration of the term of this Option as set forth in Section 11 below.

b. Method of Exercise

This Option shall be exercisable by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by Optionee and shall be delivered in person or by certified mail to the President, Secretary or Chief Financial Officer of the Company. The written notice shall be accompanied by payment of the exercise price.

No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

- c. Adjustments, Merger, etc. The number and class of the Shares and/or the exercise price specified above are subject to appropriate adjustment in the event of changes in the capital stock of the Company by reason of stock dividends, split-ups or combinations of shares, reclassifications, mergers, consolidations, reorganizations or liquidations. Subject to any required action of the shareholders of the Company, if the Company shall be the surviving corporation in any merger or consolidation, this Option (to the extent that it is still outstanding) shall pertain to and apply to the securities to which a holder of the same number of shares of Common Stock that are then subject to this Option would have been entitled. A dissolution or liquidation of the Company, or a merger or consolidation in which the Company is not the surviving corporation, will cause this Option to terminate, unless the agreement or merger or consolidation shall otherwise provide, provided that the Optionee shall, if the Board expressly authorizes, in such event have the right immediately prior to such dissolution or liquidation, or merger or consolidation, to exercise this Option in whole or part. To the extent that the foregoing adjustments relate to stock or securities of the Company, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive.

4. Optionee's Representations

- a. By receipt of this Option, by its execution, and by its exercise in whole or in part, Optionee represents to the Company that Optionee understands that:

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- b. Both this Option and any Shares purchased upon its exercise are securities, the issuance by the Company of which requires compliance with federal and state securities laws;
- c. These securities are made available to Optionee only on the condition that Optionee makes the representations contained in this Section 4 to the Company;
- d. Optionee has made a reasonable investigation of the affairs of the Company sufficient to be well informed as to the rights and the value of these securities;
- e. Optionee understands that the securities have not been registered under the [ACT], as amended (the "Act") in reliance upon one or more specific exemptions contained in the Act, which may include reliance on [RULE] promulgated under the Act, if available, or which may depend upon (a) Optionee's bona fide investment intention in acquiring these securities; (b) Optionee's intention to hold these securities in compliance with federal and state securities laws; (c) Optionee having no present intention of selling or transferring any part thereof (recognizing that the Option is not transferable) in violation of applicable federal and state securities laws; and (d) there being certain restrictions on transfer of the Shares subject to the Option;
- f. Optionee understands that the Shares subject to this Option, in addition to other restrictions on transfer, must be held indefinitely unless subsequently registered under the Act, or unless an exemption from registration is available; that [RULE], the usual exemption from registration, is only available after the satisfaction of certain holding periods and in the presence of a public market for the Shares; that there is no certainty that a public market for the Shares will exist, and that otherwise it will be necessary that the Shares be sold pursuant to another exemption from registration which may be difficult to satisfy; and
- g. Optionee understands that the certificate representing the Shares will bear a legend prohibiting their transfer in the absence of their registration or the opinion of counsel for the Company that registration is not required, and a legend prohibiting their transfer in compliance with applicable state securities laws unless otherwise exempted.

5. Method of Payment

Payment of the purchase price shall be made by cash, check or, in the sole discretion of the Board at the time of exercise, promissory notes or other Shares of Common Stock having a fair market value on the date of surrender equal to the aggregate purchase price of the Shares being purchased.

6. Restrictions on Exercise

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This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such Shares would constitute a violation of any applicable law or regulation. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

7. Termination of Status as an Employee

In the event of termination of Optionee's Continuous Status as an Employee for any reason other than death or disability, Optionee may, but only within [NUMBER] days after the date of such termination (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent that Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise this Option at the date of such termination, or if Optionee does not exercise this Option within the time specified herein, this Option shall terminate.

8. Disability of Optionee

In the event of termination of Optionee's Continuous Status as an Employee as a result of Optionee's disability, Optionee may, but only within [NUMBER] months from the date of termination of employment (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination; provided, however that if the disability is not total and permanent and the Optionee exercises the option within the period provided above but more than three months after the date of termination, this Option shall automatically be deemed to be a Non-statutory Stock Option and not an Incentive Stock Option; and provided, further, that if the disability is total and permanent then the Optionee may, but only within [NUMBER] year from the date of termination of employment (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise this Option at the date of termination, or if Optionee does not exercise such Option within the time periods specified herein, this Option shall terminate.

9. Death of Optionee

In the event of the death of Optionee:

- a. During the term of this Option while an Employee of the Company and having been in Continuous Status as an Employee since the date of grant of this Option, this Option may be exercised, at any time within [NUMBER] year following the date of death (but, in case of an Incentive Stock Option, in no event later than the date of expiration of this Option as set forth in Section 11 below), by Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the

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extent of the right to exercise that had accrued at the time of death of the Optionee. To the extent that such Employee was not entitled to exercise the Option at the date of death, or if such Employee, estate or other person does not exercise such Option (which such Employee, estate or person was entitled to exercise) within the [NUMBER] years time period specified herein, the Option shall terminate; or

- b. During the [NUMBER] day period specified in Section 7 or the [NUMBER] year period specified in Section 8, after the termination of Optionee's Continuous Status as an Employee, this Option may be exercised, at any time within [NUMBER] year following the date of death (but, in the case of an Incentive Stock Option, in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), by Optionee's estate or by a person who acquired the right to exercise this Option by bequest or inheritance, but only to the extent of the right to exercise that had accrued at the date of termination. To the extent that such Employee was not entitled to exercise this Option at the date of death, or if such Employee, estate or other person does not exercise such Option (which such Employee, estate or person was entitled to exercise) within the [NUMBER] year time period specified herein, this Option shall terminate.

10. Non-Transferability of Option

This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee, only by Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of Optionee.

11. Term of Option

This Option may not be exercised more than [Number of years] years from the date of grant of this Option, and may be exercised during such term only in accordance with the Plan and terms of this Option; provided, however, that the term of this option, if it is a Non-statutory Stock Option, may be extended for the period set forth in Section 9(a) or Section 9(b) in the circumstances set forth in such Sections.

12. Early Disposition of Stock; Taxation Upon Exercise of Option

If Optionee is an Employee and the Option qualifies as an ISO, Optionee understands that, if Optionee disposes of any Shares received under this Option within [NUMBER] years after the date of this Agreement or within [NUMBER] year after such Shares were transferred to Optionee, Optionee will be treated for federal income tax purposes as having received ordinary income at the time of such disposition in any amount generally measured as the difference between the price paid for the Shares and the lower of the fair market value of the Shares at the date of exercise or the fair market value of the

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Shares at the of disposition. Any gain recognized on such premature sale of the Shares in excess of the amount treated as ordinary income will be characterized as capital gain. Optionee hereby agrees to notify the Company in writing within [NUMBER] days after the date of any such disposition. Optionee understands that if Optionee disposes of such Shares at any time after the expiration of such two-year and one-year holding periods, any gain on such sale will be treated as long-term capital gain laws subject to meeting various qualifications. If Optionee is a Consultant or this is a Non-statutory Stock Option, Optionee understands that, upon exercise of this Option, Optionee will recognize income for tax purposes in an amount equal to the excess of the then fair market value of the Shares over the exercise price. Upon a resale of such shares by the Optionee, any difference between the sale price and the fair market value of the Shares on the date of exercise of the Option will be treated as capital gain or loss. Optionee understands that the Company will be required to withhold tax from Optionee's current compensation in some of the circumstances described above; to the extent that Optionee's current compensation is insufficient to satisfy the withholding tax liability, the Company may require the Optionee to make a cash payment to cover such liability as a condition to exercise of this Option.

13. Tax Consequences

The Optionee understands that any of the foregoing references to taxation are based on federal income tax laws and regulations now in effect, and may not be applicable to the Optionee under certain circumstances. The Optionee may also have adverse tax consequences under state or local law. The Optionee has reviewed with the Optionee's own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Optionee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Optionee understands that the Optionee (and not the Company) shall be responsible for the Optionee's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

14. Severability; Construction

In the event that any provision in this Option shall be invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Option. This Option shall be construed as to its fair meaning and not for or against either party.

15. Damages

The parties agree that any violation of this Option (other than a default in the payment of money) cannot be compensated for by damages, and any aggrieved party shall have the right, and is hereby granted the privilege, of obtaining specific performance of this Option in any court of competent jurisdiction in the event of any breach hereunder.

16. Governing Law

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This Option shall be deemed to be made under and governed by and construed in accordance with the laws of the State of [State]. Jurisdiction for any disputes hereunder shall be solely in [City], [State].

17. Delay

No delay or failure on the part of the Company or the Optionee in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

18. Restrictions

Notwithstanding anything herein to the contrary, Optionee understands and agrees that Optionee shall not dispose of any of the Shares, whether by sale, exchange, assignment, transfer, gift, devise, bequest, mortgage, pledge, encumbrance or otherwise, except in accordance with the terms and conditions of this Section 18, and Optionee shall not take or omit any action which will impair the absolute and unrestricted right, power, authority and capacity of Optionee to sell Shares in accordance with the terms and conditions hereof.

Any purported transfer of Shares by Optionee that violates any provision of this Section 18 shall be wholly void and ineffectual and shall give to the Company or its designee the right to purchase from Optionee all but not less than all of the Shares then owned by Optionee for a period of [NUMBER] days from the date the Company first learns of the purported transfer at the Agreement Price and on the Agreement Terms. If the Shares are not purchased by the Company or its designee, the purported transfer thereof shall remain void and ineffectual and they shall continue to be subject to this Agreement.

The Company shall not cause or permit the transfer of any Shares to be made on its books except in accordance with the terms hereof.

a. 1) Permitted Transfers

- i. Optionee may sell, assign or transfer any Shares held by the Optionee but only by complying with the provisions of subsection (b)(1) of this Section 18.
- ii. Optionee may sell, assign or transfer any Shares held by the Optionee without complying with the provisions of subsection (b)(1) by obtaining the prior written consent of the Company's shareholders owning [%] of the then issued and outstanding shares of the Company's Common Stock (determined on a fully diluted basis) or a majority of the members of the Board of Directors of the Company, provided that the transferee agrees in writing to be bound by the

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provisions of this Option and the transfer is made in accordance with any other restrictions or conditions contained in the written consent and in accordance with applicable federal and state securities laws.

- iii. Upon the death of Optionee, Shares held by the Optionee may be transferred to the personal representative of the Optionee's estate without complying with the provisions of subsection (b)(1). Shares so transferred shall be subject to the other provisions of this Option, including in particular subsection (b)(2).

a. 2) No Pledge

Unless a majority of the members of the Board of Directors consent, Shares may not be pledged, mortgaged or otherwise encumbered to secure indebtedness for money borrowed or any other obligation for which the Optionee is primarily or secondarily liable.

a. 3) Stock Certificate Legend

Each stock certificate for Shares issued to the Optionee shall have conspicuously written, printed, typed or stamped upon the face thereof, or upon the reverse thereof with a conspicuous reference on the face thereof, one or both of the following legend:

- i. THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED IN THE ABSENCE OF REGISTRATION THEREUNDER OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT. SUCH SHARES MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, OR OTHERWISE DISPOSED OF IN ANY MANNER EXCEPT IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE STOCK OPTION AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. UNLESS A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS CONSENT, SUCH STOCK OPTION AGREEMENT PROHIBITS ANY PLEDGE, MORTGAGE OR OTHER ENCUMBRANCE OF SUCH SHARES TO SECURE ANY OBLIGATION OF THE HOLDER HEREOF. EVERY CREDITOR OF THE HOLDER HEREOF AND ANY PERSON ACQUIRING OR PURPORTING TO ACQUIRE THIS CERTIFICATE OR THE SHARES HEREBY EVIDENCED OR ANY INTEREST THEREIN IS HEREBY NOTIFIED OF THE EXISTENCE OF SUCH STOCK OPTION AGREEMENT, AND ANY ACQUISITION OR

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PURPORTED ACQUISITION OF THIS CERTIFICATE OR THE SHARES HEREBY EVIDENCED OR ANY INTEREST THEREIN SHALL BE SUBJECT TO ALL RIGHTS AND OBLIGATIONS OF THE PARTIES TO SUCH STOCK OPTION AGREEMENT AS THEREIN SET FORTH.

- ii. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF [STATE/PROVINCE], EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

b. 1) Sales of Shares

- i. **Company's Right of First Refusal.** In the event that the Optionee shall desire to sell, assign or transfer any Shares held by the Optionee to any other person (the "Offered Shares") and shall be in receipt of a bona fide offer to purchase the Offered Shares ("Offer"), the following procedure shall apply. The Optionee shall give to the Company written notice containing the terms and conditions of the Offer, including, but not limited to (a) the number of Offered Shares; (b) the price per Share; (c) the method of payment; and (d) the name(s) of the proposed purchaser(s).

An offer shall not be deemed bona fide unless the Optionee has informed the prospective purchaser of the Optionee's obligation under this Option and the prospective purchaser has agreed to become a party hereunder and to be bound hereby. The Company is entitled to take such steps as it reasonably may deem necessary to determine the validity and bona fide nature of the Offer.

Until [NUMBER] days after such notice is given, the Company or its designee shall have the right to purchase all of the Offered Shares at the price offered by the prospective purchaser and specified in such notice. Such purchase shall be on the Agreement Terms, as defined in subsection (b)(4).

- ii. **Failure of Company or its Designee to Purchase Offered Shares.** If all of the Offered Shares are not purchased by the Company and/or its designee within the [NUMBER]-day period granted for such purchases, then any remaining Offered Shares may be sold, assigned or transferred pursuant to the Offer; provided, that the Offered Shares are so transferred within [NUMBER] days of the expiration of the [NUMBER]-day period to the person or persons named in, and under the terms and conditions of, the bona fide Offer described in the notice to the Company; and provided further, that such persons agree to execute and deliver to the Company a

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written agreement, in form and content satisfactory to the Company, agreeing to be bound by the terms and conditions of this Option.

b. 2) Manner of Exercise

Any right to purchase hereunder shall be exercised by giving written notice of election to the Optionee, the Optionee's personal representative or any other selling person, as the case may be, prior to the expiration of such right to purchase.

b. 3) Agreement Price

The "Agreement Price" shall be the higher of (A) the fair market value of the Shares to be purchased determined in good faith by the Board of Directors of the Company and (B) the original exercise price of the Shares to be purchased.

b. 4) Agreement Terms

"Agreement Terms" shall mean and include the following:

- i. Delivery of Shares and Closing Date. At the closing, the Optionee, the Optionee's personal representative or such other selling person, as the case may be, shall deliver certificates representing the Shares, properly endorsed for transfer, and with the necessary documentary and transfer tax stamps, if any, affixed, to the purchaser of such Shares. Payment of the purchase price therefore shall concurrently be made to the Optionee, the Optionee's personal representative or such other selling person, as provided in subsection (ii) of this subsection (b)(4). Such delivery and payment shall be made at the principal office of the Company or at such other place as the parties mutually agree.
- ii. Payment of Purchase Price. The Company shall pay the purchase price to the Optionee at the closing.

b. 5) Right to Purchase Upon Certain Other Events

The Company or its designee shall have the right to purchase all, but not less than all, of the Shares held by the Optionee at the Agreement Price and on the Agreement Terms for a period of [NUMBER] days after any of the following events:

- i. an attempt by a creditor to levy upon or sell any of the Optionee's Shares;
- ii. the filing of a petition by the Optionee under the [COUNTRY] Bankruptcy Code or any insolvency laws;

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- iii. the filing of a petition against Optionee under any insolvency or bankruptcy laws by any creditor of the Optionee if such petition is not dismissed within [NUMBER] days of filing;
- iv. the entry of a decree of divorce between the Optionee and the Optionee's spouse; or
- v. If Optionee is an employee of the Company, upon the termination of Optionee's services as an employee.

The Optionee shall provide the Company written notice of the occurrence of any such event within [NUMBER] days of such event.

c. 1) Termination

The provisions of this Section 18 shall terminate and all rights of each such party hereunder shall cease except for those which shall have theretofore accrued upon the occurrence of any of the following events:

- i. cessation of the Company's business;
- ii. bankruptcy, receivership or dissolution of the Company;
- iii. ownership of all of the issued and outstanding shares of the Company by a single shareholder of the Company;
- iv. written consent or agreement of the shareholders of the Company holding 50% of the then issued and outstanding shares of the Company;
- v. consent or agreement of a majority of the members of the Board of Directors of the Company; or
- vi. registration of any class of equity securities of the Company pursuant to Section [NUMBER] of the [ACT], as amended.

c. 2) Amendment

This Section 18 may be modified or amended in whole or in part by a written instrument signed by shareholders of the Company holding [%] of the outstanding shares of Common Stock or a majority of the members of the Board of Directors of the Company.

19. Market Standoff

Unless the Board of Directors otherwise consents, Optionee agrees hereby not to sell or otherwise transfer any Shares or other securities of the Company during the [NUMBER]-day period following the effective date of a registration statement of the Company filed under the Act; provided, however,

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that such restriction shall apply only to the first two registration statements of the Company to become effective under the Act which includes securities to be sold on behalf of the Company to the public in an underwritten public offering under the Act. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such [NUMBER]-day period.

20. Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other prior or contemporaneous agreements and understandings both oral or written; subject, however, that in the event of any conflict between this Agreement and the Plan, the Plan shall govern. This Agreement may only be amended in a writing signed by the Company and the Optionee.

21. Privileges of Stock Ownership

Participant shall not have any of the rights of a shareholder with respect to any Shares until Optionee exercises the Option and pay the Exercise Price.

22. Notices

Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated above or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: personal delivery; [NUMBER] days after deposit in the [COUNTRY] mail by certified or registered mail (return receipt requested); [NUMBER] business day after deposit with any return receipt express courier (prepaid); or [NUMBER] business day after transmission by fax.

DATE OF GRANT: [DATE]

[NAME OF CORPORATION]

NAME AND TITLE

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO SECTION 3 HEREOF IS EARNED ONLY BY CONTINUING SERVICE AS AN EMPLOYEE OR CONSULTANT AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS

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OPTION, THE COMPANY'S PLAN WHICH IS INCORPORATED HEREIN BY REFERENCE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE OR CONSULTANT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S EMPLOYMENT OR CONSULTING RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

Optionee acknowledges receipt of a copy of the Plan, represents that Optionee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of this Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or of the Committee upon any questions arising under the Plan.

Dated: [DATE]

OPTIONEE

CONSENT OF SPOUSE

The undersigned spouse of the Optionee to the foregoing Stock Option Agreement acknowledges on his or her own behalf that: I have read the foregoing Stock Option Agreement and I know its contents. I hereby consent to and approve of the provisions of the Stock Option Agreement, and agree that the Shares issued upon exercise of the options covered thereby and my interest in them are subject to the provisions of the Stock Option Agreement and that I will take no action at any time to hinder operation of the Stock Option Agreement on those Shares or my interest in them.

NAME OF SPOUSE

[Address], [City], [State], [Zip]

(SEAL)



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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is made and effective [DATE]

BETWEEN: [SELLER NAME] (the "Seller"), an individual / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASER NAME] (the "Purchaser"), an individual / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, the Seller is the record owner and holder of the issued and outstanding shares of the capital stock of the Corporation, a [STATE/PROVINCE] corporation, which Corporation has issued capital stock of [NUMBER] shares of [AMOUNT] par value common stock; and

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The certificates representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Seller. The closing of the transactions contemplated by this Agreement ("Closing"), shall be held at [ADDRESS], on [DATE], at [TIME], or such other place, date and time as the parties hereto may otherwise agree.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE

The total consideration and method of payment thereof are fully set out in Exhibit "A" attached hereto and made a part hereof.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

ISAAC CHRISTOPHER LUBOGO

Seller hereby warrants and represents:

- A. Organization and Standing. Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of [STATE/PROVINCE] and has the corporate power and authority to carry on its business as it is now being conducted.
- B. Restrictions on Stock:
 - i. The Seller is not a party to any agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.
 - ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.
 - iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

5. Entire Agreement

This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

6. Sections and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

7. Governing Law

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of [STATE/PROVINCE]. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court located in [STATE/PROVINCE].

8. ATTORNEY'S FEES

OBJECTION MY LORD

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

ATTORNEY

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

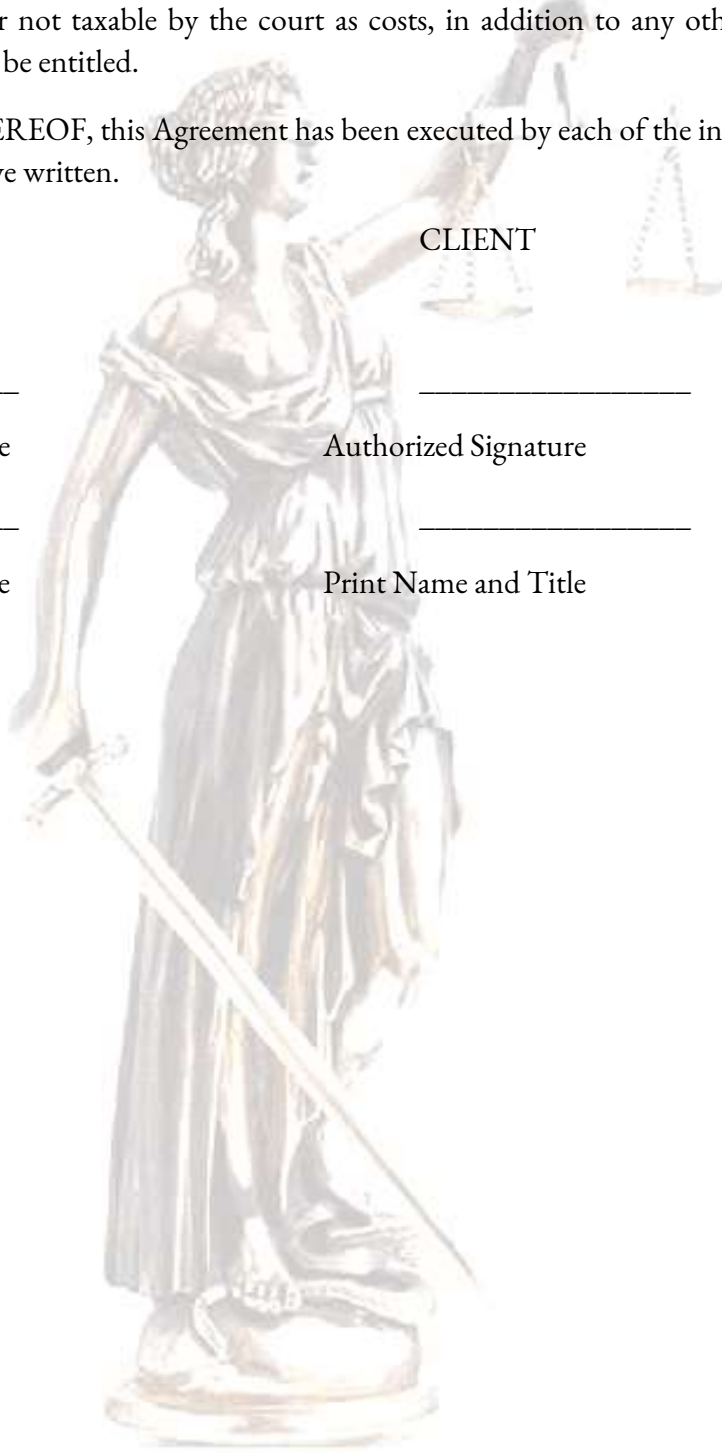


EXHIBIT "A" AMOUNT AND PAYMENT OF PURCHASE PRICE

1. Consideratio

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of [AMOUNT], such total consideration to be referred to in this Agreement as the "Purchase Price".

2. Payment

The Purchase Price shall be paid as follows:

- i. The sum of [AMOUNT] to be delivered to Seller upon the execution of this Agreement.
- ii. The sum of [AMOUNT] to be delivered to Seller at Closing.

OBJECTION MY LORD

STOCK SUBSCRIPTION AGREEMENT

This Stock Subscription Agreement (the “Agreement”) is made and effective [DATE]

BETWEEN: [PURCHASER NAME] (the “Purchaser”), an individual having his principal place of living located at / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the “Company”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

The undersigned hereby offers to subscribe for [number] of shares of Common Stock (the “Shares”) of the Company at a price of [PRICE] per Share.

By execution of this Subscription Agreement, the undersigned hereby acknowledges that the undersigned understands that the Company is relying upon the accuracy and completeness hereof in complying with its obligations under applicable federal and state securities laws. The undersigned further acknowledges and certifies that the undersigned received and read the Private Placement Memorandum of the Company dated [DATE] and any supplements thereto (the “Private Placement Memorandum”), and the undersigned is familiar with the terms and provisions thereof.

The undersigned agrees and represents as follows:

1. Representations, Warranties and Agreements

The undersigned hereby represents and warrants to, and agrees with, the Company, as follows:

That the undersigned is aware of the following:

- A. The Shares are speculative investments which involve a substantial degree of risk of loss by the undersigned of the undersigned's entire investment in the Company and that the undersigned understands and takes full cognizance of the risk factors related to the purchase of the Shares, including, but not limited to those set forth in the Private Placement Memorandum;
- B. The Company is newly formed and has been operating at a loss and may do so for the foreseeable future.

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- C. There are significant restrictions on the transferability of the Shares; the Shares will not be, and the investors will have no rights to require that the Shares be registered under the [CODE, ACT OR LAW] (the “Law”) or any state securities laws; there is no public market for the Shares and none is expected to develop; and, accordingly, it may not be possible for the undersigned to liquidate the undersigned’s investment in the Company;
- D. No federal or state agency has made any findings as to the fairness of the terms of the offering; and
- E. Any projections or predictions that may have been made available to investors are based on estimates, assumptions and forecasts which may prove to be incorrect; and no assurance is given that actual results will correspond with the results contemplated by the various projections;
- F. That at no time has it been explicitly or implicitly represented, guaranteed or warranted to the undersigned by the Company, the agents and employees of the Company, or any other person: (1) That the undersigned will or will not have to remain as owner of the Shares an exact or approximate length of time; (2) That a percentage of profit and/or amount or type of consideration will be realized as a result of this investment; (3) That any cash dividends from Company operations or otherwise will be made to shareholders by any specific date or will be made at all; or (4) That any specific tax benefits will accrue as a result of an investment in the Company;
- G. That the undersigned is financially responsible, able to meet all obligations hereunder, and acknowledges that this investment will be long-term and is by nature speculative;
- H. That the undersigned has received and carefully read and is familiar with the Private Placement Memorandum, this Subscription Agreement, and all other documents in connection therewith, and the undersigned confirms that all documents, records and books pertaining to the investment in the Company have been made available to the undersigned and/or to the undersigned’s personal investment, tax and legal advisers, if such advisers were utilized by the undersigned;
- I. That the undersigned has relied only on the information contained in the Private Placement Memorandum and that no written or oral representation or information that is in any way inconsistent with the Private Placement Memorandum and has been made or furnished to the undersigned or to the undersigned’s purchaser representative in connection with the offering of the Shares, and if so made, has not been relied upon;
- J. That the undersigned is capable of bearing the high degree of economic risks and burdens of this venture including, but not limited to, the possibility of complete loss of investment

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- and the lack of a public market which may make it impossible to readily liquidate the investment whenever desired;
- K. That the undersigned is an “accredited investor” as that term is defined in Regulation D under the Act or is otherwise a sophisticated, knowledgeable investor (either alone or with the aid of a purchaser representative) with adequate net worth and income for this investment;
- L. That the undersigned has knowledge and experience in financial and business matters (either alone or with the aid of a purchaser representative), is capable of evaluating the merits and risks of an investment in the Company and its proposed activities and has carefully considered the suitability of an investment in the Company for the undersigned’s particular financial situation, and has determined that the Shares are a suitable investment;
- M. That the offer to sell Shares was communicated to the undersigned by the Company in such a manner that the undersigned was able to ask questions of and receive answers from the Company concerning the terms and conditions of this transaction and that at no time was the undersigned presented with or solicited by any leaflet, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of advertising or general solicitation;
- N. That the Shares for which the undersigned hereby subscribes are being acquired solely for the undersigned’s own account, for investment, and are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof; and the undersigned agrees that such Shares will not be sold without registration under the Act or an exemption therefrom. In furtherance thereof, the undersigned will not sell, hypothecate or otherwise transfer the undersigned’s Shares unless the Shares are registered under the Act and qualified under applicable state securities laws or unless, in the opinion of the Company, an exemption from the registration requirements of the Act and such laws is available;
- O. That the undersigned has had prior personal or business relationships with the Company or its affiliates, or by reason of the undersigned’s business or financial experience (either alone or with the aid of a purchaser representative), the undersigned has the capacity to protect the undersigned’s own interest in connection with this transaction;
- P. That the undersigned has been advised to consult with the undersigned’s own attorney regarding legal matters concerning an investment in the Company and has done so to the extent the undersigned considers necessary;
- Q. That the undersigned certifies, under penalty of perjury, (i) that the social security or Tax Identification Number set forth herein is true, correct and complete, and (ii) that the

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undersigned is not subject to backup withholding either because the undersigned has not been notified that the undersigned is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified the undersigned that the undersigned is no longer subject to backup withholding; and

- R. That the undersigned acknowledges that the Private Placement Memorandum reflects the Company's current intentions and estimates at the time, as with any developing company, the precise elements of the Company's plans can be expected to change from time to time.

2. Indemnification

The undersigned shall indemnify, defend and hold harmless the Company, and any officers, employees, shareholders, partners, agents, directors or controlling persons of the Company (collectively the "Indemnified Parties" and individually an "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, liabilities and expenses of each Indemnified Party (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such person or entity in connection with such action, arbitration, suit or proceeding, by reason of or arising from (i) any misrepresentation or misstatement of facts or omission to represent or state facts made by the undersigned, including, without limitation, the information in this Subscription Agreement, or (ii) litigation or other proceeding brought by the undersigned against one or more Indemnified Party wherein the Indemnified Party is the prevailing party.

3. Entity Investors

If the undersigned is an entity, trust, pension fund or IRA account (an "Entity"), the Entity and the person signing on its behalf represent and warrant that: (i) such Entity is an existing entity, and has not been organized or reorganized for the purpose of making this investment, (ii) the undersigned has the authority to execute this Subscription Agreement, and any other documents in connection with an investment in the Shares, on the Entity's behalf, (iii) the Entity has the power, right and authority to invest in the Shares and enter into the transactions contemplated thereby, and that the investment is suitable and appropriate for the Entity and its beneficiaries (given the risks and illiquid nature of the investment) and (iv) all documents executed by the entity in connection with the Company are valid and binding documents or agreements of the Entity enforceable in accordance with their terms.

4. Revocation

The undersigned agrees that the undersigned may not cancel, terminate or revoke the offer to subscribe for shares for a period of [NUMBER] days or any agreement hereunder at any time and that this Agreement shall survive the death or disability of the undersigned and shall be binding upon the undersigned's heirs, executors, administrators, beneficiaries, successors and assigns.

5. Certain Securities Law Matters

OBJECTION MY LORD

- A. The Shares shall not be sold, assigned, transferred or pledged except upon satisfaction of the conditions specified in this Section 5, which conditions are intended to ensure compliance with the provisions of the Act. The undersigned will cause any proposed purchaser, assignee, transferee or pledgee of the Shares held by the undersigned to agree to take and hold such securities subject to the provisions and conditions of this Section 5.
- B. Each certificate representing (i) the Shares and (ii) any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of Section 5(c) below) be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE [ACT, LAW OR CODE]. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.

- C. The undersigned consents to the Company making a notation on its records and giving instructions to any transfer agent of the Shares in order to implement the restrictions on transfer established in this Section 5.
- D. The undersigned agrees to comply in all respects with the provisions of this Section 5. Prior to any proposed sale, assignment, transfer or pledge of any Shares, unless there is in effect a registration statement under the Act covering the proposed transfer, the undersigned thereof shall give written notice to the Company of the undersigned's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and shall be accompanied, at the undersigned's expense evidence satisfactory to the Company the effect that the proposed transfer of the Shares may be effected without registration under the Act or applicable state securities law.

ISAAC CHRISTOPHER LUBOGO

6. Investor Information

The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested below.

Name: _____

Age: _____

Social Security Number: _____

Home Address: _____

Home Telephone Number: _____

Firm Name: _____

Nature of Business: _____

Position/Title: _____

Length of Time in Position: _____

Business Address: _____

Zip Code: _____ Telephone Number: _____

Send Correspondence to: Home _____ Business _____

List any business or professional education, indicating degrees received, if any: _____

My net worth (together with my spouse's net worth), is in excess of \$ _____

For [YEAR] and [YEAR] my actual and for [YEAR] my estimated annual gross income was or is:

[YEAR]: \$ _____ [YEAR]: \$ _____ [YEAR]: \$ _____

Previous Investment Experience in Other Private Offerings of Securities or Other Relevant Experience:

- | | |
|-----------------|----------|
| Name of Program | 1. _____ |
| Or Company | 2. _____ |
| | 3. _____ |
| Amount Invested | 1. _____ |

OBJECTION MY LORD

2. _____

3. _____

In which state do you currently maintain your primary residence? _____

Maintain your secondary residence? _____

Vote? _____

File income tax returns? _____

Maintain a driver's license? _____

In furnishing the above information, I acknowledge that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that I qualify as a purchaser under applicable securities laws for the purposes of the proposed investment.

7. WRITTEN NOTICES

All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Company at the address set forth on the instructions page hereof and to the undersigned at the address set forth on the signature page hereof.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE], without reference to conflict of law principles.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, representations, warranties or agreements (whether oral or written) and may be amended only by a writing executed by all parties.

10. ACCEPTATION

The undersigned acknowledges that the Company may, in its sole and absolute discretion, accept or reject this subscription offer in whole or in part.

11. Certification

ISAAC CHRISTOPHER LUBOGO

The undersigned represents to you that (i) the information contained herein is complete and accurate on the date hereof and may be relied upon by you and (ii) the undersigned will notify you immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send you written confirmation of such change. The undersigned hereby certifies that he has read and understands the Private Placement Memorandum and this Subscription Agreement.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE [ACT, CODE OR LAW], AS AMENDED (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

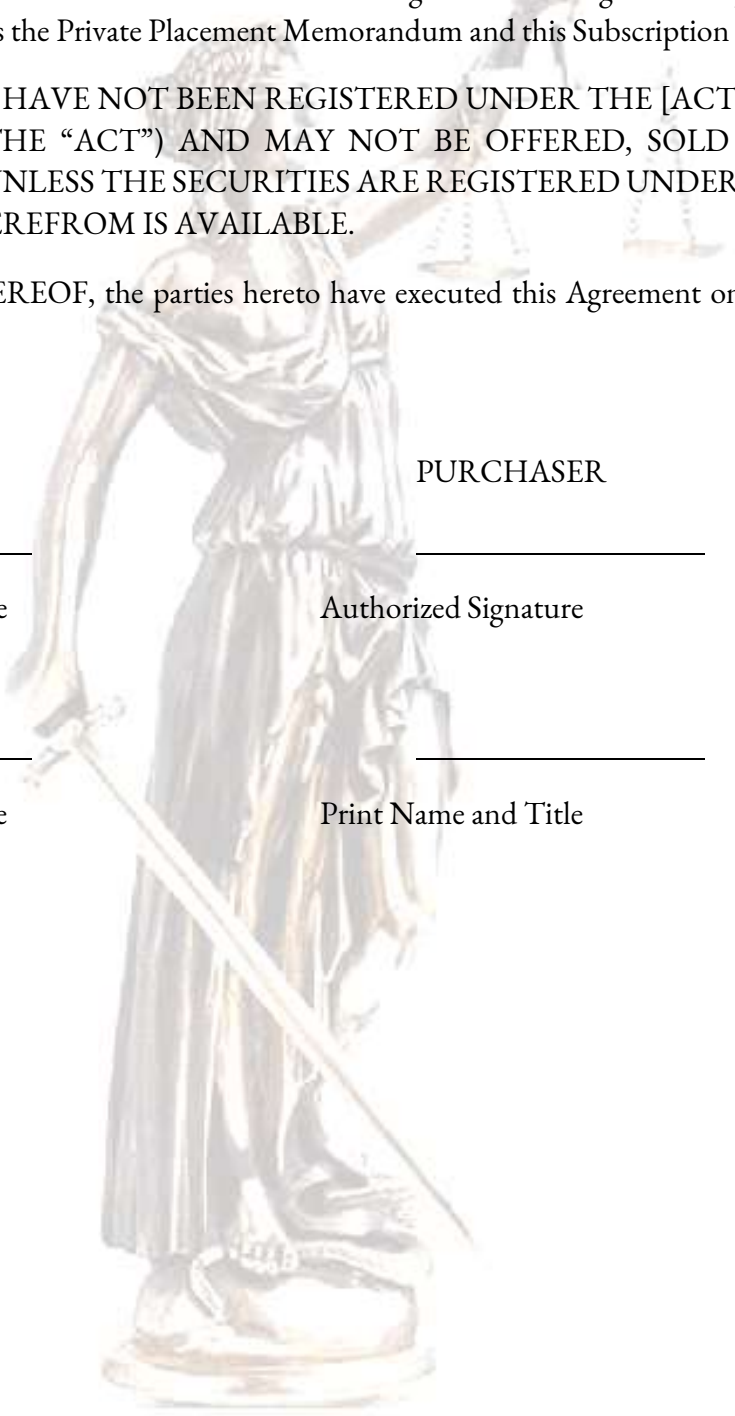
PURCHASER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OBJECTION MY LORD

THE MATERIALS CONTAINED HEREIN ARE NOT AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES. OFFERS FOR SALE OF SECURITIES OF THE COMPANY MAY BE MADE ONLY THROUGH THE PRIVATE PLACEMENT MEMORANDUM TO QUALIFIED PERSONS OR ENTITIES.



Subscription Package

[Name of Company]

Common Stock



INSTRUCTIONS FOR SUBSCRIPTIONS.

This Subscription Package for shares of Common Stock (the "Shares") of [name of company] (the "Company") contains the following documents:

1. SUBSCRIPTION AGREEMENT
 2. CONFIDENTIAL STATEMENT OF INVESTOR SUITABILITY
 3. SIGNATURE PAGE
 4. RIGHT OF FIRST REFUSAL AGREEMENT
-
1. All investors must review the Subscription Agreement.
 2. All investors must complete the Confidential Statement of Investor Suitability.
 3. The Signature Page, representing the signature page for the Subscription Agreement and the Confidential Statement of Investor Suitability, must be completed and executed by each person purchasing Shares.
 4. All investors and their spouses must execute the Right of First Refusal Agreement.
 5. Any persons employing a purchaser representative must have him or her complete a Purchaser Representative Questionnaire (separately available from the Company), and the investor must execute the Acknowledgement at the end of that form.

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6. All subscriptions must be accompanied by a check in the amount of [AMOUNT] per Share. The check must be payable to the Company.

WHERE TO SEND DOCUMENTS:

All of the appropriate documents should be delivered to the Company at the address shown below. Please keep one copy for your files. Any questions concerning the completion or delivery of the documents contained in this Subscription Package may be directed to [name and title of person] at [telephone number].

Failure to comply with the above will constitute an invalid subscription and, if not correct, may result in the rejection of your subscription request. Time is of the essence.

ALL INFORMATION REQUESTED MUST BE COMPLETED



STOCK SUBSCRIPTION AGREEMENT

This Stock Subscription Agreement (the “Agreement”) is made and effective [DATE]

BETWEEN: [PURCHASER NAME] (the “Purchaser”), an individual having his principal place of living located at / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the “Company”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

The undersigned hereby offers to subscribe for [number] of shares of Common Stock (the “Shares”) of the Company at a price of [PRICE] per Share.

By execution of this Subscription Agreement, the undersigned hereby acknowledges that the undersigned understands that the Company is relying upon the accuracy and completeness hereof in complying with its obligations under applicable federal and state securities laws. The undersigned further acknowledges and certifies that the undersigned received and read the Private Placement Memorandum of the Company dated [DATE] and any supplements thereto (the “Private Placement Memorandum”), and the undersigned is familiar with the terms and provisions thereof.

The undersigned agrees and represents as follows:

12. Representations, Warranties and Agreements

The undersigned hereby represents and warrants to, and agrees with, the Company, as follows:

That the undersigned is aware of the following:

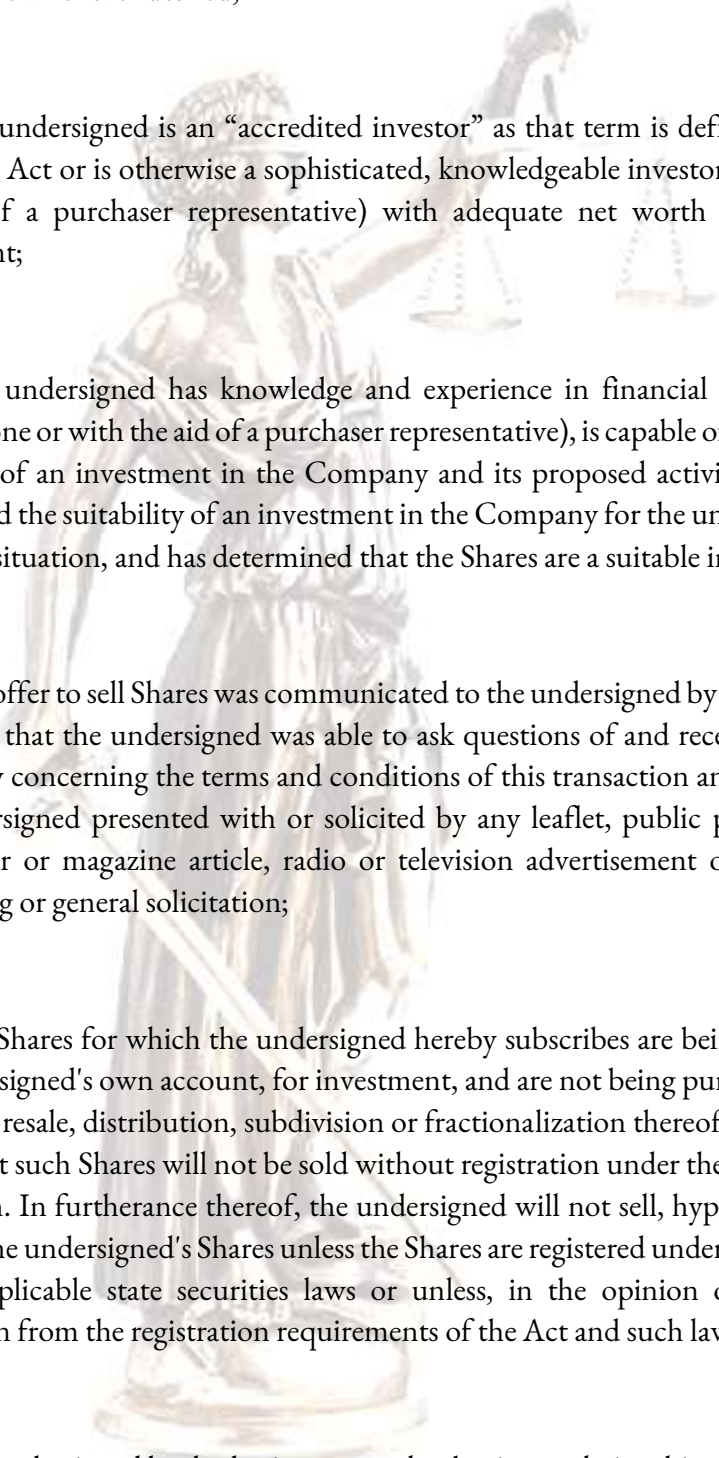
- A. The Shares are speculative investments which involve a substantial degree of risk of loss by the undersigned of the undersigned's entire investment in the Company and that the undersigned understands and takes full cognizance of the risk factors related to the purchase of the Shares, including, but not limited to those set forth in the Private Placement Memorandum;
- B. The Company is newly formed and has been operating at a loss and may do so for the foreseeable future.

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- C. There are significant restrictions on the transferability of the Shares; the Shares will not be, and the investors will have no rights to require that the Shares be registered under the [CODE, ACT OR LAW] (the “Law”) or any state securities laws; there is no public market for the Shares and none is expected to develop; and, accordingly, it may not be possible for the undersigned to liquidate the undersigned’s investment in the Company;
- D. No federal or state agency has made any findings as to the fairness of the terms of the offering; and
- E. Any projections or predictions that may have been made available to investors are based on estimates, assumptions and forecasts which may prove to be incorrect; and no assurance is given that actual results will correspond with the results contemplated by the various projections;
- F. That at no time has it been explicitly or implicitly represented, guaranteed or warranted to the undersigned by the Company, the agents and employees of the Company, or any other person: (1) That the undersigned will or will not have to remain as owner of the Shares an exact or approximate length of time; (2) That a percentage of profit and/or amount or type of consideration will be realized as a result of this investment; (3) That any cash dividends from Company operations or otherwise will be made to shareholders by any specific date or will be made at all; or (4) That any specific tax benefits will accrue as a result of an investment in the Company;
- G. That the undersigned is financially responsible, able to meet all obligations hereunder, and acknowledges that this investment will be long-term and is by nature speculative;
- H. That the undersigned has received and carefully read and is familiar with the Private Placement Memorandum, this Subscription Agreement, and all other documents in connection therewith, and the undersigned confirms that all documents, records and books pertaining to the investment in the Company have been made available to the undersigned and/or to the undersigned’s personal investment, tax and legal advisers, if such advisers were utilized by the undersigned;
- I. That the undersigned has relied only on the information contained in the Private Placement Memorandum and that no written or oral representation or information that is in any way inconsistent with the Private Placement Memorandum and has been made or furnished to the undersigned or to the undersigned’s purchaser representative in connection with the offering of the Shares, and if so made, has not been relied upon;
- J. That the undersigned is capable of bearing the high degree of economic risks and burdens of this venture including, but not limited to, the possibility of complete loss of investment

OBJECTION MY LORD

and the lack of a public market which may make it impossible to readily liquidate the investment whenever desired;

- 
- K. That the undersigned is an “accredited investor” as that term is defined in Regulation D under the Act or is otherwise a sophisticated, knowledgeable investor (either alone or with the aid of a purchaser representative) with adequate net worth and income for this investment;
- L. That the undersigned has knowledge and experience in financial and business matters (either alone or with the aid of a purchaser representative), is capable of evaluating the merits and risks of an investment in the Company and its proposed activities and has carefully considered the suitability of an investment in the Company for the undersigned's particular financial situation, and has determined that the Shares are a suitable investment;
- M. That the offer to sell Shares was communicated to the undersigned by the Company in such a manner that the undersigned was able to ask questions of and receive answers from the Company concerning the terms and conditions of this transaction and that at no time was the undersigned presented with or solicited by any leaflet, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of advertising or general solicitation;
- N. That the Shares for which the undersigned hereby subscribes are being acquired solely for the undersigned's own account, for investment, and are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof; and the undersigned agrees that such Shares will not be sold without registration under the Act or an exemption therefrom. In furtherance thereof, the undersigned will not sell, hypothecate or otherwise transfer the undersigned's Shares unless the Shares are registered under the Act and qualified under applicable state securities laws or unless, in the opinion of the Company, an exemption from the registration requirements of the Act and such laws is available;
- O. That the undersigned has had prior personal or business relationships with the Company or its affiliates, or by reason of the undersigned's business or financial experience (either alone

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or with the aid of a purchaser representative), the undersigned has the capacity to protect the undersigned's own interest in connection with this transaction;

- P. That the undersigned has been advised to consult with the undersigned's own attorney regarding legal matters concerning an investment in the Company and has done so to the extent the undersigned considers necessary;
- Q. That the undersigned certifies, under penalty of perjury, (i) that the social security or Tax Identification Number set forth herein is true, correct and complete, and (ii) that the undersigned is not subject to backup withholding either because the undersigned has not been notified that the undersigned is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified the undersigned that the undersigned is no longer subject to backup withholding; and
- R. That the undersigned acknowledges that the Private Placement Memorandum reflects the Company's current intentions and estimates at the time, as with any developing company, the precise elements of the Company's plans can be expected to change from time to time.

13. Indemnification

The undersigned shall indemnify, defend and hold harmless the Company, and any officers, employees, shareholders, partners, agents, directors or controlling persons of the Company (collectively the "Indemnified Parties" and individually an "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, liabilities and expenses of each Indemnified Party (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such person or entity in connection with such action, arbitration, suit or proceeding, by reason of or arising from (i) any misrepresentation or misstatement of facts or omission to represent or state facts made by the undersigned, including, without limitation, the information in this Subscription Agreement, or (ii) litigation or other proceeding brought by the undersigned against one or more Indemnified Party wherein the Indemnified Party is the prevailing party.

14. Entity Investors

If the undersigned is an entity, trust, pension fund or IRA account (an "Entity"), the Entity and the person signing on its behalf represent and warrant that: (i) such Entity is an existing entity, and has not been organized or reorganized for the purpose of making this investment, (ii) the undersigned has the

OBJECTION MY LORD

authority to execute this Subscription Agreement, and any other documents in connection with an investment in the Shares, on the Entity's behalf, (iii) the Entity has the power, right and authority to invest in the Shares and enter into the transactions contemplated thereby, and that the investment is suitable and appropriate for the Entity and its beneficiaries (given the risks and illiquid nature of the investment) and (iv) all documents executed by the entity in connection with the Company are valid and binding documents or agreements of the Entity enforceable in accordance with their terms.

15. Revocation

The undersigned agrees that the undersigned may not cancel, terminate or revoke the offer to subscribe for shares for a period of [NUMBER] days or any agreement hereunder at any time and that this Agreement shall survive the death or disability of the undersigned and shall be binding upon the undersigned's heirs, executors, administrators, beneficiaries, successors and assigns.

16. Certain Securities Law Matters

- A. The Shares shall not be sold, assigned, transferred or pledged except upon satisfaction of the conditions specified in this Section 5, which conditions are intended to ensure compliance with the provisions of the Act. The undersigned will cause any proposed purchaser, assignee, transferee or pledgee of the Shares held by the undersigned to agree to take and hold such securities subject to the provisions and conditions of this Section 5.
- B. Each certificate representing (i) the Shares and (ii) any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of Section 5(c) below) be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE [ACT, LAW OR CODE]. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD

ISAAC CHRISTOPHER LUBOGO

OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.

- C. The undersigned consents to the Company making a notation on its records and giving instructions to any transfer agent of the Shares in order to implement the restrictions on transfer established in this Section 5.
- D. The undersigned agrees to comply in all respects with the provisions of this Section 5. Prior to any proposed sale, assignment, transfer or pledge of any Shares, unless there is in effect a registration statement under the Act covering the proposed transfer, the undersigned thereof shall give written notice to the Company of the undersigned's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and shall be accompanied, at the undersigned's expense evidence satisfactory to the Company the effect that the proposed transfer of the Shares may be effected without registration under the Act or applicable state securities law.

17. WRITTEN NOTICES

All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Company at the address set forth on the instructions page hereof and to the undersigned at the address set forth on the signature page hereof.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE], without reference to conflict of law principles.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, representations, warranties or agreements (whether oral or written) and may be amended only by a writing executed by all parties.

20. ACCEPTATION

The undersigned acknowledges that the Company may, in its sole and absolute discretion, accept or reject this subscription offer in whole or in part.

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21. Certification

The undersigned represents to you that (i) the information contained herein is complete and accurate on the date hereof and may be relied upon by you and (ii) the undersigned will notify you immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send you written confirmation of such change. The undersigned hereby certifies that he has read and understands the Private Placement Memorandum and this Subscription Agreement.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE [ACT, CODE OR LAW], AS AMENDED (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

PURCHASER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CONFIDENTIAL STATEMENT OF INVESTOR SUITABILITY

In order to comply with the requirements of federal and state securities laws, shares of the Company may be sold only to persons or entities meeting the suitability standards established by the Company.

The purpose of this Statement is to obtain information from each prospective investor relating to the investor's knowledge and experience in financial and business matters and to the investor's ability to bear the economic risks of the proposed investment. Such information is required in order to determine whether or not the suitability standards have been met by the prospective investor. Please answer questions concerning prior business and financial experience and investment decision-making in detail.

By signing this Statement, you agree that it may be shown to such authorized persons as the Company may deem appropriate to establish that the offer and/or sale of this investment in the Company will not result in any violation of any laws or regulations of any jurisdiction.

A separate Statement must be completed for each co-owner of Shares, except that spouses may complete a joint Statement.

You make the following representations with the intent that they may be relied upon by the Company and other persons designated by the Company.

I. BIOGRAPHICAL INFORMATION (If Joint Subscriber, provide information for both.)

- A. Name(s): _____ Birth date _____
(Print) _____ Birth date _____ (Print)
- B. State of Residency: _____
- C. Employer or business association and position: _____
- D. Business address and telephone no.: _____

E. Business and/or professional education and degrees:

School	Location	Degree	Year Recorded
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E. Employment during the past five years:

Employer responsibility	Position and or other	From	To	nature of Association
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(Attach additional sheets if necessary to fully answer any question.)

II. ACCREDITED INVESTOR STATUS

Please check or initial all that apply:

- The investor is a natural person whose net worth, or joint net worth with spouse, at the time of purchase, exceeds \$1,000,000 (including the value of home, home furnishings and automobiles).
- The investor is a natural person whose individual gross income (excluding that of spouse) exceeded \$200,000 in the last two calendar years, and who reasonably expects individual gross income exceeding \$200,000 in the current calendar year; or for such periods, the combined income of the investor with spouse exceeded and is expected to exceed \$300,000.
- The investor is a trust, and the grantor (i) has the power to revoke the trust at any time and regain title to the trust assets; and (ii) has an individual (or, together with his spouse a joint) net worth in excess of \$1,000,000, or had and expects to have a gross income (not including spouse's income) for the last two years and the current year in excess of \$200,000, or for such periods, had and expects to have all gross income including that of a spouse in excess of \$300,000.
- The investor (or beneficiary if IRA or pension money is invested) is an executive officer of the Company.

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The investor is a corporation or partnership with more than \$5 million in assets.

The investor is otherwise an accredited investor as follows (please complete):

III. PRIOR INVESTMENT EXPERIENCE OF INVESTOR (OR TRUSTEE OR AUTHORIZED REPRESENTATIVE)

A. Indicate by check mark which of the following categories best describes the extent of your prior experience in the areas of investment listed below:

	More than 5 years Experience	2 to 5 years Experience	1 year Experience	No Experience
Corporate Stocks	_____	_____	_____	_____
Corporate Bonds	_____	_____	_____	_____
Real Estate	_____	_____	_____	_____
Limited Partnerships	_____	_____	_____	_____
Privately Held Companies	_____	_____	_____	_____

B. Do you make your own investment decisions with respect to the investments listed above?

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Yes ___ No ___

C. What are the principal sources of investment knowledge or advice? (check all that apply)

___ First hand experience ___ Financial publication

___ Broker(s) ___ Investment Adviser(s)

___ Attorney(s) ___ Accountant(s)

D. Please briefly describe any additional investment experience in business ventures, experience with the Company or any other investment experience which would indicate your ability to evaluate an investment in this business venture.

IV. FINANCIAL AND INVESTMENT STATUS INFORMATION

A. Please indicate:

Your estimated net worth exclusive of principal residence, furnishings of principal residence and personal automobiles (computation of net worth may be accomplished with reference to fair market value of assets).

- More than \$5 million
- \$1,000,001 - \$4,999,999

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- \$500,000 - \$999,000
- \$250,000 - \$499,000
- Under \$250,000

Your estimated net worth, including principal residence, furnishings of principal residence and personal automobiles (computation of the value of the subscriber's principal residence may be accomplished with reference to fair market value of residence).

- More than \$5 million
- \$1,000,001 - \$4,999,999
- \$500,000 - \$1,000,000
- \$250,000 - \$499,999
- Under \$250,000

B. Gross Income

Please provide your actual or projected individual annual adjusted gross income for the past two years, the current year and the next year.

More than	More than	More than	More than
\$200,000	\$150,000	\$100,000	\$50,000

[YEAR 1]
[YEAR 2]
[YEAR 3]

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C. Other Matters

Is an investment in the Company suitable and appropriate for you?

Yes _____ No _____



SIGNATURE PAGE (FOR INDIVIDUALS)

This page constitutes the signature page for INDIVIDUALS for the following documents: (a) the Subscription Agreement and (b) the Confidential Statement of Investor Suitability. Execution of this Signature Page constitutes execution of such documents.

IN WITNESS WHEREOF, the undersigned has executed the Subscription Agreement and the Confidential Statement of Investor Suitability this [DAY] of [MONTH], [YEAR].

Signature of Investor

Signature of Spouse

(or Joint Investor, if any)

Print Name of Investor

Print Name of Spouse

(or Joint Investor, if any)

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Social Security Number

Social Security Number of Spouse
(or Joint Investor, if any)

Address: _____

Address: _____

Dollar Amount of Shares Subscribed For: \$ _____

\$ _____ per Share



SIGNATURE PAGE (FOR NON-INDIVIDUALS)

This page constitutes the signature page for the following documents: (a) the Subscription Agreement and (b) the Confidential Statement of Investor Suitability. Execution of this Signature Page constitutes execution of such documents.

IN WITNESS WHEREOF, the undersigned has executed the Subscription Agreement and the Confidential Statement of Investor Suitability this [DAY] of [MONTH], [YEAR].

_____ Address _____

Print Name of Entity

By: _____ Address: _____

Name: _____

Title: _____

Tax Identification Number

OBJECTION MY LORD

Dollar Amount of Shares Subscribed For: \$ _____

\$ _____ per Share



RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [FIRST HOLDER NAME] (the "First Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND HOLDER NAME] (the "Second Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [THIRD HOLDER NAME] (the "Third Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

OBJECTION MY LORD

In consideration of the mutual promises, covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

20. Definitions

Certain terms used herein are defined as follows:

“Board of Directors” means the Board of Directors of the Company and any committee thereof.

“Immediate Family” means any spouse, child, grandchild, parent, brother, or sister of a Holder.

“Shares” means any shares of capital stock of the Company or any securities convertible into or exchangeable for any class of capital stock of the Company and all securities into which such Shares may be converted or reclassified as a result of any merger, consolidation, stock split, stock dividend, or other recapitalization of the Company, whether now owned or hereafter acquired.

21. Restrictions on Transfer

No Holder may sell or engage in any transaction which has resulted in or will result in a change in the beneficial or record ownership of any Shares held by the Holder, including without limitation a voluntary or involuntary sale, assignment, transfer, pledge, hypothecation, encumbrance, disposal, loan, gift, attachment or levy (a “Transfer”), except as provided in this Agreement, and any such Transfer of Shares or attempted Transfer of Shares in contravention of this Agreement shall be void and ineffective for any purpose or confer on any transferee or purported transferee any rights whatsoever.

22. Right of First Refusal

- a. Each time a Holder proposes to Transfer (or is required by operation of law or other involuntary transfer) any or all of the Shares standing in such Holder's name or owned by him or her during the term of this Agreement, such Holder shall first offer such Shares to the Company in accordance with the following provisions:
- b. Such Holder shall deliver a written notice (a “Notice”) to the Company stating (a) such Holder's bona fide intention to Transfer such Shares, (b) the name and the address of the proposed transferee, (c) the number of Shares to be transferred, and (d) the purchase price per Share and terms of payment for which the Holder proposes to Transfer such Shares.

- c. Within [NUMBER] days after receipt of the Notice, the Company or its designee shall have the first right to purchase or obtain such Shares, upon the price and terms of payment designated in the Notice. If the Notice provides for the payment of non-cash consideration, the Company at its option may pay the consideration in cash equal to the Company's good faith estimate of the present fair market value of the non-cash consideration offered.
- d. If the Company or its designee elects not to purchase or obtain all of the Shares designated in the selling Holder's Notice, then the Holder may Transfer the Shares referred to in the Notice to the proposed transferee, providing such Transfer (a) is completed within 30 days after the expiration of the Company's right to purchase or obtain such Shares, (b) is made at the price and terms designated in the Notice, and (c) the proposed Transferee agrees to be bound by the terms and provisions of this Agreement and to become a party to this Agreement immediately upon receipt of such Shares. If such Shares are not so transferred, the selling Holder must give notice in accordance with this paragraph prior to any other or subsequent Transfer of such Shares.
- e. Notwithstanding Section 3(a), a Holder may Transfer Shares: (i) to a member of the Holder's Immediate Family or to a trust established for the benefit of a member or members of the Holder's Immediate Family, (ii) to an affiliate or equity holder of the Holder, (iii) to a person who is a constituent partner of the Holder on the date hereof, or (iv) to the estate of any of the foregoing by gift, will or intestate succession; provided that the Holder or his representative notifies the Company of such Transfer not less than [NUMBER] nor more than [NUMBER] days prior to the Transfer and that the proposed transferee agrees to be bound by the terms and provisions of this Agreement and to become a party to this Agreement immediately upon the receipt of such Shares.

23. No Transfer to Competitors

A Holder may not Transfer any Shares to a competitor of the Company, or to any shareholder, partner or other beneficial holder of an equity ownership interest in a competitor, other than pursuant to a merger, combination, or other transaction approved by the Board of Directors.

24. Governing Law

Notwithstanding any provisions to the contrary contained in this Agreement, the Company's obligations to pay or complete payment for any Shares to be purchased by it under this Agreement is subject to its being legally permitted to do so under the tests contained in Sections [NUMBER] of the

OBJECTION MY LORD

[STATE/PROVINCE/COUNTRY] General Corporation Law or any successor statute applicable thereto.

25. Legend on Stock Certificates

Each certificate representing shares owned of record or beneficially by a party to this Agreement shall be endorsed with the following legend:

THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN [NAME OF COMPANY] (THE COMPANY) AND THE HOLDERS THAT ARE SIGNATORIES THERETO, PROVIDING FOR, AMONG OTHER MATTERS, THE COMPANY'S RIGHT OF FIRST REFUSAL TO PURCHASE THE SECURITIES REPRESENTED BY THIS CERTIFICATE. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL BUSINESS OFFICE OF THE COMPANY.

Under no circumstances shall any Transfer of any Shares subject hereto be valid until the proposed transferee thereof shall have executed and become a party to this Agreement and thereby shall have become subject to all of the provisions hereof; and notwithstanding any other provisions of this Agreement, no such Transfer of any kind shall in any event result in the non-applicability of the provisions hereof at any time to any of the Shares subject hereto.

26. Term of Agreement

The restrictions on Transfer of Shares set forth in this Agreement shall terminate upon any of the following:

- a. The determination of the Board of Directors that this Agreement shall be terminated.
- b. The dissolution or bankruptcy of the Company.
- c. The consummation of a public offering for any of the common stock of the Company registered under the [LAW/CODE/ACT].

27. Acknowledgments

Each Holder acknowledges that other shareholders of the Company may have restrictions on their shareholdings different than the terms contained herein.

28. Further Assurances

Each party hereto agrees to perform any and all further acts and to execute and deliver any documents which may reasonably be necessary to carry out the provisions of this Agreement.

29. Modification

This Agreement as applied to any Holder may be amended at any time by the written agreement of the Company and a Holder affected thereby.

30. Will Provisions

Each Holder agrees to insert in his or her will, or to execute a codicil thereto, directing and authorizing his or her executor to fulfill and comply with the provisions hereof.

31. Notice

Any notice required or permitted hereunder shall be delivered in person or sent by telecopier, air courier or certified mail, return receipt requested, postage and fees prepaid in all cases; in the case of the Company, to the then current address of its then principal business office, to the attention of the Chairman of its Board of Directors, and, in the case of a Holder, to the address of such Holder shown on the signature page hereto, or to such other address as will have been specified by prior written notice to the sending party. Notice shall be effective upon delivery if it is hand-delivered; upon receipt if it is transmitted by telecopier, air courier or registered, certified or express mail; upon expiration of the third business day after deposit in the [COUNTRY] mail if mailed from and to an address in the [COUNTRY]; and upon expiration of the tenth business day after deposit in the [COUNTRY] mail if mailed from or to an address outside the [COUNTRY].

32. Succession

This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their permitted successors in interest of any kind whatsoever, their heirs, executors, administrators, and personal representatives.

33. Governing Law

This Agreement will be governed in all respects by the laws of the State of [STATE/PROVINCE] as such laws are applied to agreements between [STATE/PROVINCE] residents entered into and to be performed entirely within [STATE/PROVINCE], without regard to conflicts of law [principles]. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located in the State of [STATE/PROVINCE], for the resolution of any disputes arising out of this Agreement.

34. Counterparts

This Agreement may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

OBJECTION MY LORD

35. Sole Agreement

This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements and understandings pertaining thereto whether oral or written.

36. Construction

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. The language of this Agreement shall be construed as to its fair meaning and not strictly for or against any party.

37. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be enforceable in accordance with its terms and interpreted as if such provisions were as excluded.

38. Attorney Fees

In the event that any dispute among the parties hereto should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

FIRST HOLDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ISAAC CHRISTOPHER LUBOGO

SECOND HOLDER

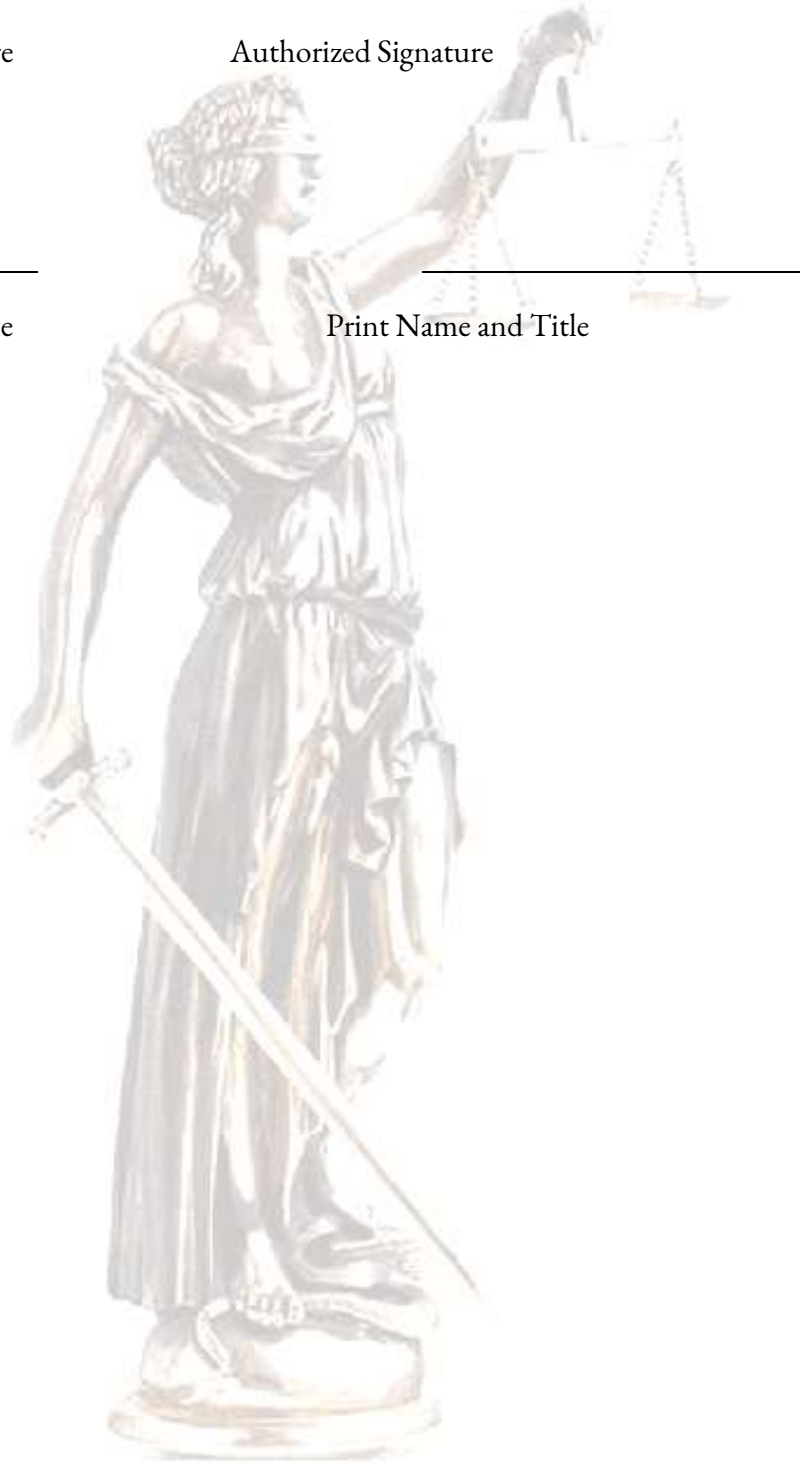
THIRD HOLDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OBJECTION MY LORD

CONSENT OF SPOUSE

The undersigned spouse(s) of the party (parties) to the foregoing Agreement acknowledge(s) on his or her own behalf that: I have read the foregoing Agreement and I know its contents. I am aware that by its provisions my spouse grants the Company an option to purchase all of his or her shares of the Company, including my community interest in them. I hereby consent to the sale, approve of the provisions of the Agreement, and agree that those shares and my interest in them are subject to the provisions of the Agreement and that I will take no action at any time to hinder operation of the Agreement on those shares or my interest in them.

SPOUSE

Signature

Name

SPOUSE

Signature

Name

SPOUSE

Signature

Name

SPOUSE

Signature

Name



TRANSFER OF STOCK AGREEMENT

This Transfer of Stock Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SHAREHOLDER NAME] (the "Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. TERMS

The undersigned Shareholder hereby assigns, sells, and transfers to Buyer [number of shares] shares of [common or preferred] stock of [name of company] ("Company") owned by Shareholder ("Stock"). The purchase price shall be as indicated below, and shall be paid by Buyer within [NUMBER] days of Buyer having received an executed copy of this Agreement with the stock certificate representing the Stock duly endorsed to Buyer. The Shareholder represents that he or she owns the Stock free and clear of all liens, security interests, claims, or other encumbrances and that Buyer will obtain good, valid and marketable title to the Stock.

Number of Shares of

Company Stock Being Sold: _____

Aggregate Purchase Price: _____

2. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to its Subject matter and supersedes all prior and contemporaneous agreements, representations, warranties, understandings, negotiations, and discussions, whether oral or written with respect to its subject matter. This Agreement may only be amended in writing, signed by both parties. This Agreement shall be construed as to its fair language and not strictly for or against any party.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written

BUYER

SHAREHOLDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

COMPENSATION AND BENEFITS

CHECKLIST FOR HANDLING WORKERS' COMPENSATION CLAIMS

The initial period is critical in handling workers' compensation claims. So, you must be sure to:

Immediately

- Administer first aid
- Accompany injured worker to a selected medical provider
- Report incident within company
- Notify family
- Assign responsible person to follow claim

First day

- Report to claim handler outside company (insurance company or third-party administrator)
- Determine, on a preliminary basis, whether the injury is covered by workers' compensation
- Counsel employee and/or family on claims procedures, available benefits, company's continuing interest in employee's welfare, etc.
- Follow up with the employee or family

First week

- Coordinate payment of initial benefits
- Talk to treating physician to learn diagnosis and treatment plan

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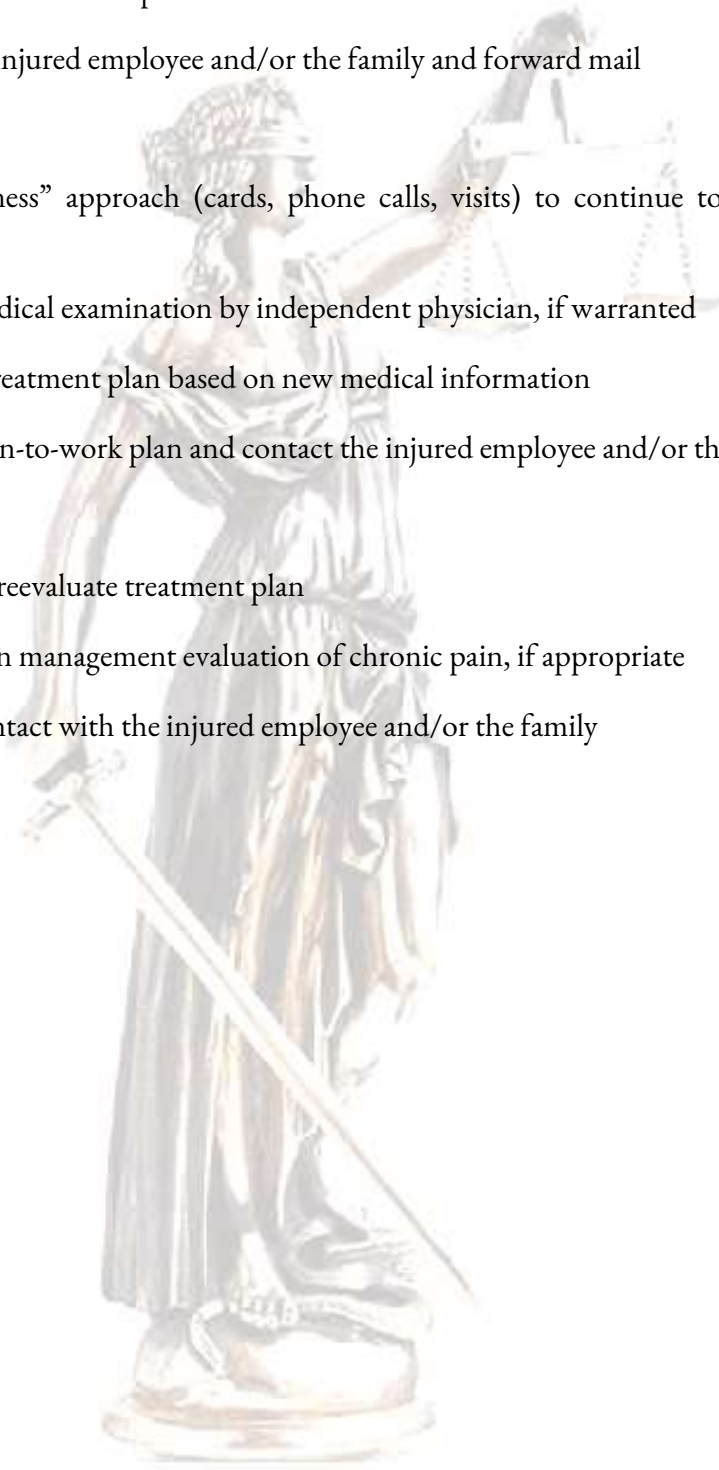
- Evaluate whether medical rehabilitation is necessary or appropriate
- Develop return-to-work plan
- Contact the injured employee and/or the family and forward mail

First month

- Use a “wellness” approach (cards, phone calls, visits) to continue to reinforce company’s concern
- Consider medical examination by independent physician, if warranted
- Reevaluate treatment plan based on new medical information
- Update return-to-work plan and contact the injured employee and/or the family

Ongoing

- Continually reevaluate treatment plan
- Refer for pain management evaluation of chronic pain, if appropriate
- Maintain contact with the injured employee and/or the family



CHECKLIST FOR COLLECTING INFORMATION FOR A CLAIM

Whether it's the business owner, or someone assigned by the business owner to keep track of the claim, here's some advice for the types of information the person overseeing the claim should be gathering:

About the employee

- Name, nicknames, maiden name, previous names
- Address—current and previous (length of time living at both addresses)
- Phone number, pager number, cellular number
- Social security and driver's license numbers
- Sex
- Date of birth
- Marital status
- Dependents and immediate family contact
- Non-relative contact
- Date of hire (state hired, if applicable)
- Job classification, if applicable (insurance class or company classification)
- Vehicle (type, year, license number)
- Interests—hobbies
- Length of time as a state resident

About the injury

- Time and date of injury
- Date of death (if applicable)
- State of injury

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- Nature of injury (sprain, fracture, etc.)
- Body part(s) affected; any previous injury to the affected body part(s)
- Source of injury (machines, hand tools, buildings, etc.)
- Type of injury (fall, struck by object or vehicle, overexertion, repetitive motion trauma)
- Witnesses
- Work process involved (lifting, carrying, etc.)
- To whom was the injury reported
- Who filled out the first report of injury report
- Plant or location
- Job
- Time and date the injury was reported
- Shift, if applicable

About the claim

- Date employer first notified
- Who was notified, by whom?
- Date employer was notified of workers' compensation claim
- Date insurance company or service company notified
- Date state agency notified
- State case number
- Average weekly wage
- Benefit rate
- Health care providers and costs
- Other benefits lost (Did the employer stop paying vacation, health benefits, etc.?)
- Other benefits received

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- Date disability started
- Date of first payment
- Projected return-to-work date
- Date case closed
- Date of maximum medical improvement
- Impairment rating
- Lost days
- Total benefits paid
- Vocational rehabilitation activity
- Subrogation (Is some third party responsible?)
- Second injury fund potential

Oral statement from injured worker

- Conduct the interview in a non-adversarial setting
- Demonstrate concern and empathy
- Allow the worker to talk
- Do not rush the worker
- Reenact the accident
- Check for photos and/or video of the accident

Written statement from injured worker

- Note the location where the statement is taken
- Let the employee write the statement, if possible
- Statement is taken ASAP after the injury
- Describe the worker' preinjury and postinjury actions

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- Request that the worker and any witnesses sign the statement
- Make sure the employee initials any changes
- Give copy of statement to employee
- list the date and time of the statement

Oral statement from witness(es)

- Note witness' location at the time of injury
- Record witness' relationship to the injured worker
- Interview witnesses individually
- Do not rush the witness
- Make sure the statement is unrehearsed

Written statement from witness(es)

- Make sure the witness writes the statement in ink
- Record the stated ASAP after the injury
- Make sure the witness records his/her actions before, during and after the time of injury
- Request that the witness sign the statement and initial any changes
- Record the date and time of the statement
- Give a copy of the statement to the witness

If litigation occurs

- Defense attorney, law firm
- Claimant attorney, law firm
- Identify judge
- Costs of litigation (spending more than paying?)
- History of dispute
- Settlement

WARNING SIGNALS OF WORKERS' COMPENSATION FRAUD

You may not discriminate against a worker who has filed previous workers' compensation claims. However, when you have several of the following suspect behaviors present or you observe an emerging pattern, don't be afraid to investigate further for possible fraud or to forward your suspicions to the appropriate authority.

About the worker

- The injured worker has an unstable work history; i.e., an employee who often changes jobs
- The claimant has a history of reporting subjective injuries which may include workers' compensation or liability claims
- The claimant is consistently uncooperative
- The injured worker has been recently terminated, demoted, or passed over for a promotion
- The injured worker is in line for early retirement
- The injured worker is making excessive demands
- The injured worker calls soon after the injury and presses for a quick settlement of the case
- The injured worker moves out of state soon after the injury
- The injured worker changes his address to a post office box or receives mail via friend or relative

About the workplace

- The injured worker's workplace is experiencing labor difficulties
- The accident occurs just prior to job termination, layoff, after formal discipline of the employee, or near the end of the employee's probationary period

About the injury

- The injured worker was not injured in the presence of witnesses
- The injury is a subjective one, like stress, emotional trauma, or is hard to prove, like back pain, headache, insomnia, etc.

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- The accident is not promptly reported by the employee to the employer
- The employers' first notice of the injury is from an attorney or a medical clinic, and not from the injured worker
- Physicians who have examined the injured worker have vastly differing opinions regarding the injured worker's disability
- There is no sound medical basis for the disability; all physicians' reports indicate a full recovery
- The injured worker is claiming disability exceeding that which is normally consistent with such an injury
- The accident occurs late Friday afternoon or shortly after the employee reported on Monday
- The claimant has the accident at an odd time, such as at lunch hour
- The accident occurs in an area where the injured employee would not normally be
- The task that caused the accident is not the type that the employee should be involved in; i.e., an office worker who is lifting heavy objects on a loading dock
- The details of the accident are vague or contradictory

About the medical relationship

- The claimant frequently changes physicians or medical providers
- The claimant changes physicians when a release for work has been issued
- A review of medical reports provides information that is inconsistent with the appearance or behavior of an injured person; i.e., a rehabilitation report describes the claimant as being muscular, with callused hands and grease under the fingernails
- The employer's first report of injury contrasts with the description of the accident set forth in the medical history
- The injured worker develops a pattern of missing physician's appointments

About the claim itself or the claimant's attorney

- The injured worker's attorney requests that all checks and correspondence be sent to the attorney's office
- The claimant's attorney is known for handling suspicious claims

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- The attorney lien or representation letter is dated the day of the reported accident
- The same doctor/lawyer combination previously known to handle the same kind of injury is handling this claim
- The claimant is unusually familiar with workers' compensation claims procedures and laws
- The claimant initially wants to settle with the insurer but later retains an attorney and files increasingly subjective complaints
- The claimant's attorney threatens further legal action unless a quick settlement is made
- There is a high number of applications from a specific firm
- The claimant's attorney inquires about a settlement or buyout early in the life of the claim
- The claimant writes unsolicited statements about how much better he/she is, but treatment continues and the claimant doesn't return to work

About outside activities

- There are tips from fellow employees, friends, or relatives suggesting that the injured worker is either working or is active in sports
- The injured worker's rehabilitation report shows evidence of other activity
- The injured worker is in a trade that would make it possible to otherwise work while collecting compensation
- The injured worker is exaggerating an injury in order to get time off to work on personal interests; i.e., the injured worker is remodeling or building a home concurrently with the injury
- The injured worker is in a seasonal business that would make it attractive to be "injured" during the off-season; i.e., occupations in fields such as roofing, landscaping, plumbing, farming, masonry, etc.
- The injured worker leaves different daytime and evening telephone numbers
- The injured worker is never home when called or is always "sleeping and can't be disturbed" (especially during work hours)
- Return calls to the claimant's residence have strange or unexpected background noises that indicate it may not be a residence

- ❑ The claimant has several other family members also receiving workers' compensation benefits or other "social insurance" benefits, such as unemployment

PROFIT-SHARING PLAN FOR SELF-EMPLOYED INDIVIDUALS

The following document is a model profit-sharing plan that is intended to give you an idea of what a typical profit-sharing plan contains. You can modify this form to meet your specific circumstances. Of course, if you intend to use this plan, you should make sure that your attorney reviews it and approves any changes you make.

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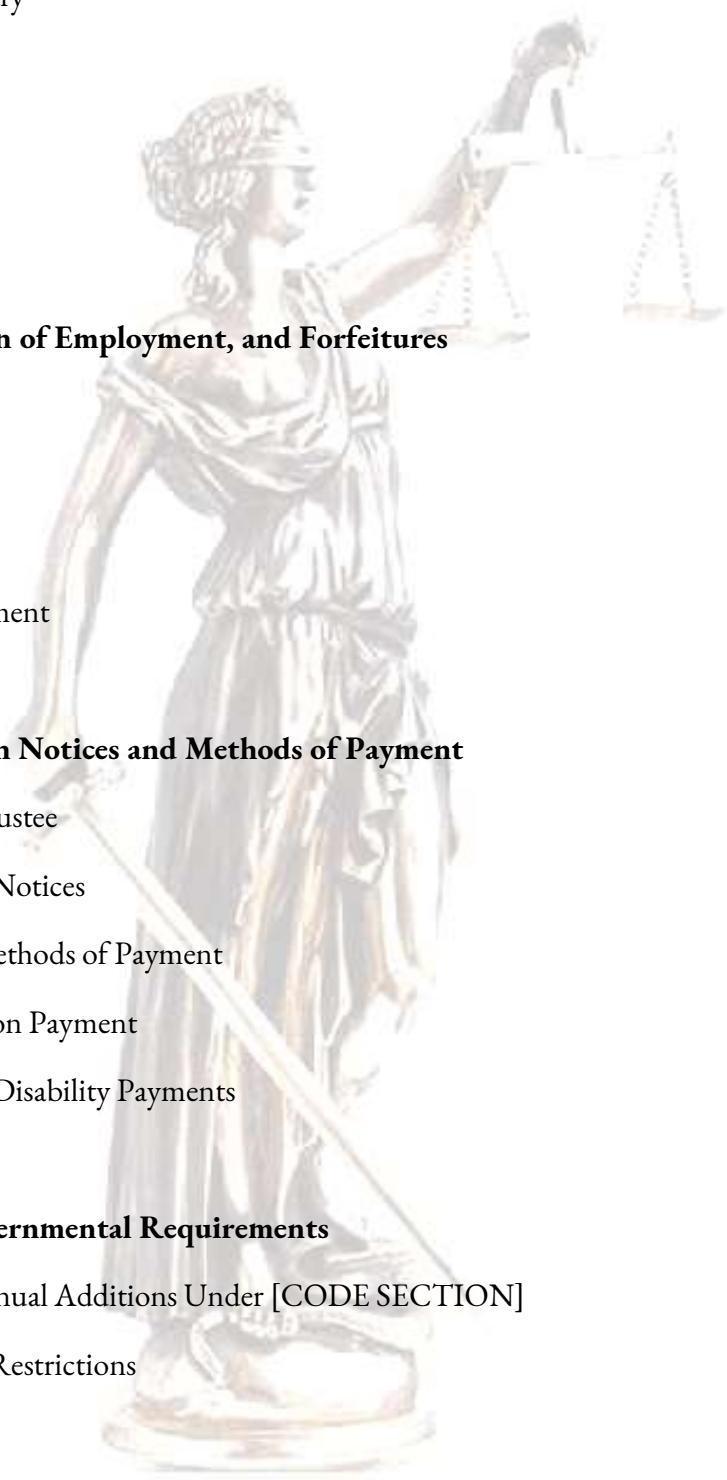
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PROFIT-SHARING PLAN FOR SELF-EMPLOYED INDIVIDUALS OF [COMPANE NAME]

Preamble

[COMPANE NAME] , organized and existing under the laws of the State of [state/PROVINCE], hereby establishes a profit-sharing plan for its employees as hereinafter defined, effective [the effective date].

Said organization, as part of the aforesaid Plan, adopts concurrently herewith a Trust agreement creating a Trust Fund (hereinafter at times referred to as the "Fund"), to which contributions shall be made and from which benefits shall be paid in accordance with the terms and conditions thereof.

The Plan hereby established is conditioned upon its qualification under [SECTION] of [CODE] , as amended from time to time, with employer contributions being deductible under [SECTION] of [CODE] or any other applicable sections thereof, as amended from time to time. The Plan is intended to qualify as a profit-sharing plan.

1. Purpose and Definitions

1.1 Purpose:

The purpose of this Plan is to encourage Employees to save and invest, systematically, a portion of their current Compensation in order that they may have a source of additional income upon their Retirement or Disability, or for their family in the event of death. The benefits provided by this Plan will be paid from the Trust Fund and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer.

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This Plan and the separate related Trust forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their Beneficiaries. No part of the Trust Fund can ever revert to the Employer or be used for or diverted to any other purpose other than for the exclusive benefit of the Employees of the Employer and their Beneficiaries, except as provided in Section 18.4 hereof.

1.2 Definitions:

Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless the context clearly indicates otherwise:

- a) *Allocation Date*: The date as of which contributions are allocated hereunder, which shall be the last day of the Plan Year. The Committee may use more frequent Allocation Dates if it so desires.
- b) *Affiliated Employer*: Any business entity (including an Employer hereunder) that, together with an Employer hereunder, constitutes a controlled group of corporations, a group of trades or businesses under common control, or an affiliated service group, all as defined in [CODE SECTION] (subject, however, to the provisions of [CODE SECTION] when applying the benefit limitations of [CODE SECTION]).
- c) *Beneficiary*: A person designated by a Member to receive benefits hereunder upon the death of such Member.
- d) *Code*: The [SECTION] of [CODE], as amended from time to time.
- e) *Committee*: The person or persons appointed to administer the Plan in accordance with Article XII hereof.
- f) *Compensation*: As to Owner-Employees and any partner who owns less [%] capital or profits interest in the trade or business, Compensation means the Earned Income of such individual, which is net income from self-employment derived from the business with respect to which the

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Plan is established, provided his personal services are a material income producing factor in such business, determined without regard to items which are not included in gross income for purposes of federal income tax and the deductions properly allocable to or chargeable against such items, and determined after deduction for contributions on behalf of said Owner-Employee and all other Employees. Earned Income also includes gains which are not treated under the Code as gains from the sale or exchange of capital assets and net earnings derived from the sale or other disposition of, the transfer of any interest in, or the licensing of the use of property (other than goodwill) by an individual whose efforts created such property. It is the intent of the foregoing to incorporate the definition of earned income as set forth in [CODE SECTION].

As to any other Employee, the total cash remuneration paid to the Employee for a calendar year by an Employer (or predecessor company) for personal services as reported on the Employee's federal income tax withholding statement or statements. Effective for the Plan Year beginning in [year], this Plan shall not take into consideration compensation in excess of [AMOUNT], as indexed under [CODE SECTION], in computing any Plan benefits.

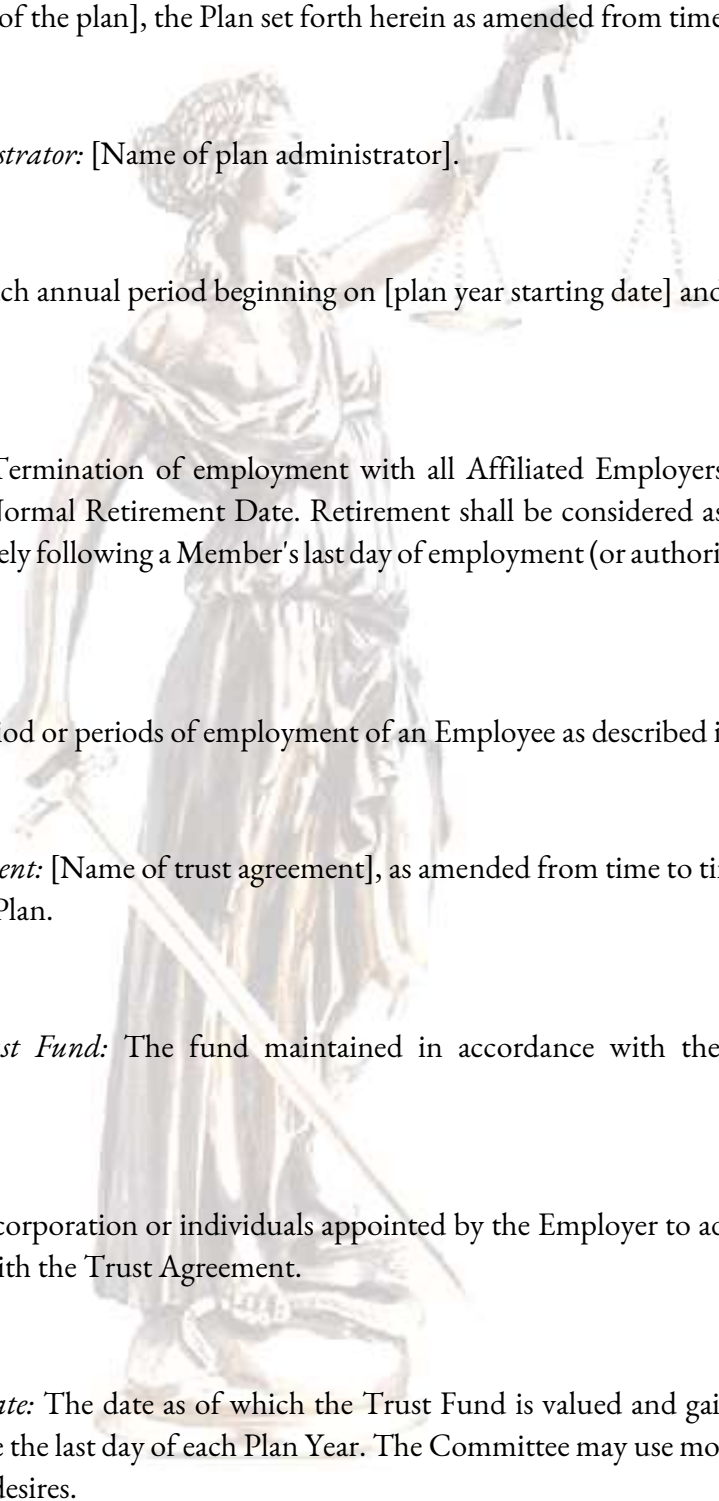
- g) *Covered Employment:* The employment category for which the Plan is maintained, which includes any employment with the Employer.
- h) *Disability:* A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents an Employee from engaging in substantial gainful employment with his Employer.
- i) *Effective Date:* [Effective date].
- j) *Employee:* Any person who, on or after the Effective Date, is receiving remuneration for personal services rendered as a common law employee of the Employer or Affiliated Employer (or who would be receiving such remuneration except for an authorized Leave of Absence), or any Owner Employee, or a partner who has less than a [%] capital or profits interest in the trade or business.

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This Plan shall not cover leased employees. For this purpose, a "leased employee" means any person who on or after [DATE], and pursuant to an agreement between the Employer and any other person ("leasing organization") has performed services for the Employer (or for the Employer and related persons determined in accordance with [CODE SECTION] on a substantially full-time basis for a period of at least one year and such services are of a type historically performed by employees in the business field of the Employer.

- k) *Employer*: [COMPANE NAME]
- l) *ERISA*: [CODE SECTION], as amended from time to time.
- m) *Individual Account*: Each of the accounts maintained by the Committee showing the individual interests in the Trust Fund of each Member, former Member, and Beneficiary, as described in Section 5.1 hereof.
- n) *Leave of Absence*: Any absence from service authorized by an Employer under such Employer's standard personnel practices, provided that all persons under similar circumstances must be treated alike in the granting of such Leaves of Absence, and provided further that the Employee returns or retires within the period specified in the authorized Leave of Absence.
- o) *Limitation Year*: The year used in applying [CODE SECTION], which year is [YEAR].
- p) *Member*: An Employee who has met the eligibility requirements for participation set forth in Article II hereof, or a former Member for whom an Individual Account continues to be maintained hereunder.
- q) *Normal Retirement Date*: The [NUMBER] birthday of a Member.
- r) *Owner-Employee*: A sole proprietor or partner who owns more than [%] of either the capital interest or profits interest of a trade or business.

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- s) *Plan*: [Name of the plan], the Plan set forth herein as amended from time to time.
 - t) *Plan Administrator*: [Name of plan administrator].
 - u) *Plan Year*: Each annual period beginning on [plan year starting date] and ending on [plan year ending date].
 - v) *Retirement*: Termination of employment with all Affiliated Employers after a Member has reached his Normal Retirement Date. Retirement shall be considered as commencing on the day immediately following a Member's last day of employment (or authorized Leave of Absence, if later).
 - w) *Service*: A period or periods of employment of an Employee as described in Article II hereof.
 - x) *Trust Agreement*: [Name of trust agreement], as amended from time to time, which constitutes a part of this Plan.
 - y) *Trust or Trust Fund*: The fund maintained in accordance with the terms of the Trust Agreement.
 - z) *Trustee*: The corporation or individuals appointed by the Employer to administer the Trust in accordance with the Trust Agreement.
 - aa) *Valuation Date*: The date as of which the Trust Fund is valued and gains or losses allocated, which shall be the last day of each Plan Year. The Committee may use more frequent Valuation Dates if it so desires.

1.3 Construction:

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context indicates to the contrary.

2. Service Credit and Participation

2.1 Hour of Service:

- a) *Hours of Service Credit Used for All Purposes:* An Hour of Service is any hour for which an Employee is directly or indirectly paid or entitled to payment for the performance of duties (irrespective of whether the employment relationship has terminated) or for certain reasons other than the performance of duties, including any hour for which back pay (irrespective of mitigation of damages) is due, by the Employer or Affiliated Employer.

Such payment for reasons other than the performance of duties must be due to vacation, holiday, illness, incapacity (including disability), lay-off, jury duty, military duty, or Leave of Absence; provided, however, that no Hour of Service need be credited for payments received solely for the purpose of complying with applicable workers' compensation or unemployment or disability insurance laws or for payments received solely for reimbursing the Employee for medical or medically related expenses. It is further provided that no more than [NUMBER] Hours of Service credit need be given for each single continuous period for which an Employee is paid for reasons other than the performance of duties. The determination of such Hours of Service for the nonperformance of duties shall be in accordance with [CODE].

Hours of Service credit at the rate of [NUMBER] hours per week shall also be granted for any non-paid period of absence authorized by the Employer in accordance with its uniform Leave of Absence policy for granting such credit or for military duty to the extent required under federal law.

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Each Hour of Service earned by any Employee shall be credited to him as of the time when he actually earned such Hour except as otherwise permissible or required under [CODE SECTION]. In no event an Employee receive credit for the same Hours more than once.

- b) *Hours of Service Credit Used Only for Purposes of Determination of Breaks in Service:* Solely for purposes of determining whether an Employee has incurred a [NUMBER] year Break in Service, Hours of Service Credit shall be given (if not already given under (a) above in this Section) for any absence, beginning after [DATE], by reason of pregnancy of the Employee, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child by said Employee, and absence for purposes of caring for such child for a period beginning immediately following such birth or placement.

No more than [NUMBER] Hours of Service Credit need be given for such periods of absence, and the credit given shall be the Hours of Service which otherwise would normally have been credited to such Employee but for such absence. In any case in which hourly records are not maintained, Hours of Service credit shall be given at the rate of [NUMBER] hours for each day of such absence.

Said Hours of Service shall be credited in the [NUMBER] month computation period specified under Section 2.2 hereof during which said absence began only if the Employee would be prevented from incurring a Break in Service in said period by treating said periods of absence as Hours of Service; however, if said Employee would not incur a Break in Service during said period, such Hours of Service shall be credited in the immediately following period.

2.2 Service:

Service is the period of employment used in determining eligibility for participation in this Plan, as well as in determining eligibility for benefits. Subject to the loss of service rules below in this Article, a year of Service is the [NUMBER] month period beginning with the date of the Employee's first Hour of Service if he completes at least [NUMBER] Hours of Service during such [NUMBER] month period, and is any Plan Year following such date during which he completes at least [NUMBER] Hours of Service.

2.3 Break in Service:

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For purposes of determining Service, an Employee shall have a year of Break in Service for the [NUMBER] month period beginning with the date of his first Hour of Service and for any Plan Year following such date if during such [NUMBER] month period of such Plan Year he completes [NUMBER] or fewer Hours of Service.

2.4 Loss of Service:

If an Employee who does not have any vested benefit hereunder has a termination of employment that results in at least [NUMBER] consecutive years of Breaks in Service that are equal to or greater than the total years of Service, then he shall lose all such prior Service previously accrued hereunder.

2.5 Multiple Trades and Businesses:

If this Plan provides contributions or benefits for one or more Owner-Employees who control both the business with respect to which this Plan is established and one or more other trades or businesses, this Plan and the plan established with respect to such other trades or businesses must, when looked at as a single plan, satisfy [CODE SECTION] with respect to the Employees of this and all such other trades or businesses.

If this Plan provides contributions or benefits for one or more Owner-Employees who control one or more other trades or businesses, the Employees of each such other trade or business must be included in a plan which satisfies [CODE SECTION] and which provides contributions and benefits not less favorable than provided for such Owner-Employees under this Plan.

If an individual is covered as an Owner-Employee under the plans of two or more trades or businesses which he does not control, and such individual controls a trade or business, then the contributions or benefits of the Employees under the plan of the trade or business which he does control must be as favorable as those provided for him under the most favorable plan of the trade or business which he does not control.

For purposes of the preceding paragraphs, an Owner-Employee, or [NUMBER] or more Owner-Employees, shall be considered to control a trade or business if such Owner-Employee, or such [NUMBER] or more Owner-Employees together:

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- a) own the entire interest in an unincorporated trade or business; or
- b) in the case of a partnership, own more than [%] of either the capital interest or the profits interest in such partnership.

2.6 Participation Originating Under This Plan:

Each Employee shall become a member in this Plan on the first day of the month (i.e., "entry date") on which he:

- a) is in Covered Employment;
- b) has attained his [NUMBER] birthday; and
- c) has completed a year of Service.

2.7 Cessation of Participation Service and Reentry:

If an Employee has a year or more of Breaks in Service, or if he leaves Covered Employment, before he has become a Member hereunder, he will, following such Break in Service or interruption of Covered Employment, become a Member on the first entry date specified in Section 2.6 hereof after he meets the requirements for participation specified in Section 2.6 hereof. For purposes of determining whether an Employee's prior Participation Service is to be counted toward such requirements, the provisions of Section 2.4 hereof shall be applicable.

If an Employee has a year or more of Breaks in Service, or if he leaves Covered Employment, after he has become a Member hereunder but before he has any vested benefit hereunder, he will cease his participation in this Plan, but will, immediately following such Break in Service or interruption of

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Covered Employment, again become a Member provided he then meets the requirements for participation specified above in this Article. If the Employee does not then meet such requirements, he shall become a Member on the first entry date specified in Section 2.6 hereof after he does meet such requirements. For purposes of determining whether an Employee's prior Participation Service is to be counted toward such requirements, the provisions of Section 2.4 hereof shall be applicable.

If an Employee has a year or more of Breaks in Service, or if he leaves Covered Employment, after he has a vested benefit hereunder, he will cease his participation in this Plan, but will, immediately following such Break in Service or interruption of Covered Employment, again become a Member hereunder, provided he is in Covered Employment.

3. Contributions

3.1 Contributions by Employer:

The Employer shall, during a Plan Year, contribute to the Trust an amount determined at the Employer's discretion. Such contribution is for allocation, in accordance with Section 4.2 hereof, among Employer Contribution Accounts of Members who: (i) are employed by the Employer on the Allocation Date and (ii) have completed at least [NUMBER] Hours of Service during such Plan Year, or (iii) ceased employment due to Retirement, Death or Disability since the last Allocation Date.

Notwithstanding the above, such contributions shall be made only from the Employer's current or retained earnings or profits and shall be limited to the amount deductible by the Employer under [CODE SECTION]. Such contributions shall be transmitted to the Trustee as soon as practicable after such contributions are made.

3.2 Member Voluntary Contributions:

When he becomes a Member hereunder and as of the beginning of each Plan Year thereafter, a Member may, through payroll deduction, elect to make voluntary contributions hereunder (on an after-tax basis) in a whole amount or a whole percentage of his Compensation.

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An election to make such contributions shall be made on such forms and at such times as the Committee may prescribe and shall be effective on a Plan Year basis, provided that changes, suspensions or discontinuance of contributions may be made by the Member during a Plan Year only if permitted by the Committee.

A Member's contributions shall be transmitted to the Trustee of the Trust Fund by the Employer as soon as reasonably practicable, but no later than [NUMBER] days after the date on which the contribution was made.

A Member may withdraw all or any part of his Employee Contribution Account by filing a written application on a form to be prescribed by the Committee, with at least [NUMBER] days' advance notice, no more than once in any Plan Year.

The employee contributions permissible under this Section shall be subject to the nondiscrimination tests set forth in [CODE SECTION]. The provisions of [CODE SECTION] and the regulations, there under, are hereby incorporated by reference.

3.3 No Contributions by Members:

Members are not required or permitted to make any contributions under this Plan.

4. Individual Accounts and Allocations

4.1 Establishment of Individual Accounts:

The Committee shall create and maintain adequate records to reflect at all times the interest in the Trust Fund of each Member. Such records shall be in the form of separate Individual Accounts for each Member who has an interest in the Trust Fund, such accounts to be referred to as follows:

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- a) *Employer Contribution Account:* The account representing contributions made by the Employer under Section 3.1 hereof and gains or losses allocable thereto.
- b) *Employee Contribution Account:* The account representing contributions made by Members under Section 3.2 hereof and gains or losses allocable thereto.

Credits and charges shall be made to such accounts in the manner herein described. The Individual Accounts are primarily for accounting purposes, and a segregation of the assets of the Trust Fund to each account by the Trustee shall not be required. Distributions and withdrawals made from an account shall be charged to the account as of the date when paid.

4.2 Allocation of Employer Contributions:

Each contribution for Members eligible under Section 3.1 hereof shall be allocated among eligible Members' Employer Contribution Accounts as of the Allocation Date which falls on the last day of the Plan Year for which such contribution is made hereunder. Allocations to any Member shall be made on the basis of Compensation received during the Plan Year while he was a Member hereunder. Such allocations shall be made to each such Member in the ratio that such Compensation for the Plan Year bears to the total of all such Compensation of all Members for the Plan Year.

4.3 Allocation of Gains and Losses:

Gains or losses of the Trust Fund shall be allocated as of each Valuation Date as follows:

- a) The Committee shall, before taking into account the contributions and the forfeitures for the period since the last preceding Valuation Date, determine the then market value of the Fund and the net gain or loss of the Fund from the preceding valuation, including expenses of administration and charges against such Fund.
- b) The Committee shall determine the total aggregate value of all Individual Accounts as shown in its records for the preceding Valuation Date. The balance of any such Individual Account shall be reduced by any amounts paid there from since the last Valuation Date. The balance shall be the value used in (c) below.

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- c) The Committee shall then adjust the value of each Individual Account by crediting each such Individual Account with its proportion of the net gain if there is a gain or charging it with its proportion of the net loss if there is a loss; the proportion to be so credited or charged to each Individual Account shall be calculated by multiplying such gain or loss by a fraction, the numerator of which is the then value of said Individual Account and the denominator of which is the then aggregate value of all Individual Accounts within the Trust Fund.

4.4 Allocation of Forfeitures:

Forfeitures shall be allocated as of the Allocation Date falling on the last day of the Plan Year. Any forfeiture shall be allocated as of the first such Allocation Date which occurs after such forfeiture is available, in accordance with Section 8.3 hereof, for allocation. In order to be entitled to receive an allocation of a forfeiture to be allocated at the end of any Plan Year a Member must (i) be employed by the Employer on such Allocation Date, and (ii) have completed [NUMBER] Hours of Service during such Plan Year, or (iii) have ceased employment due to Retirement, Death or Disability since the last Allocation Date.

The allocation to each such Member shall be in the ratio that such Member's Compensation received during such Plan Year while he was a Member hereunder bears to the total of all such Compensation of all Members for such Plan Year; provided, however, if forfeitures available for allocation would cause the limitation ([CODE SECTION]) described in Section 10.1 hereof to be exceeded, then the amount by which such forfeitures exceed the limitation shall be credited to and held unallocated in a suspense account until the next succeeding Allocation Date when such amounts can be allocated without exceeding such limitation.

4.5 Notification to Members:

At least once annually the Committee shall advise each Member for whom an Individual Account is held hereunder of the then value of such account.

5. Retirement

5.1 Benefit:

Upon his Normal Retirement Date, a Member shall have a fully vested and non-forfeitable interest in his Individual Accounts hereunder. Distribution will be made upon his Retirement. The amount of his Individual Accounts shall be the balance as of the Valuation Date concurrent with or next preceding the date of his Retirement, plus any contributions allocated to his Individual Accounts since such Valuation Date, except that, if a retired Member who retired other than on a Valuation Date so elects, his balance shall be determined as of the Valuation Date next following the date of his Retirement, including allocation of any contribution then being allocated hereunder, as if he met any applicable employment and service requirements for such contribution. Payment shall be made at the time and in the manner provided in Article IX hereof, subject, however, to the distribution provisions of the following paragraph.

Notwithstanding the above, if, at any time during the Plan Year ending in the calendar year a Member attains age [AGE], then in no event shall distribution of his Individual Accounts be delayed beyond April 1st of the calendar year following the calendar year in which such Member attains age [AGE] regardless of whether he had actually retired, provided, however, that such restriction shall only apply to [%] owners.

6. Death

6.1 Designation of Beneficiary:

Each Member and former Member may, from time to time, designate [NUMBER] or more primary Beneficiaries and contingent Beneficiaries to receive benefits payable hereunder in the event of the death of such Member or former Member. If a married Employee wishes to designate someone other than his spouse to be a primary Beneficiary, such designation will not become effective unless his spouse (if his spouse can be located) consents in writing to such designation, acknowledges the effect of such designation and has such consent and acknowledgment witnessed by the Plan representative or a notary public. A spouse's consent shall be valid under this Plan only with respect to the specified Beneficiary or Beneficiaries designated by the Participant. If the Beneficiary or Beneficiaries are subsequently changed by the Member, a new consent by the spouse will be required. Such designation shall be made in writing

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upon a form provided by the Committee and shall be filed with the Committee. The last such designation filed with the Committee shall control.

6.2 Benefit:

Upon the death of an Employee who is a Member, his designated Beneficiary, or Beneficiaries, shall be fully vested with respect to the balance of his Individual Accounts as of the Valuation Date concurrent with or next preceding the date of his death, plus any contributions allocated to the Member's Individual Accounts since such Valuation Date, except that, if the Beneficiary of a Member who died other than on a Valuation Date so elects, such balance shall be determined as of the Valuation Date next following the date of death, including allocation of any contribution then being allocated hereunder as if the Member had met any applicable employment and service requirements for such contribution. Payment shall be made at the time and in the manner provided in Article IX hereof.

6.3 No Beneficiary:

If a Member or former Member dies without a Beneficiary surviving him, or if all his Beneficiaries die before receiving the payment to which they are entitled, then the amount, if any, remaining in each Member's Individual Account shall be paid to the following, with priority as follows:

- a) the Member's surviving spouse;
- b) the Member's children and children of deceased children, per strips;
- c) the Member's parents;
- d) the Member's brothers and sisters, or if deceased, the children of such brothers and sisters, per strips;
- e) the Member's estate.

A certified copy of a death certificate shall be sufficient evidence of death and the Committee shall be fully protected in relying thereon. The Committee may accept other evidence of death at its own discretion

Disability

6.4 Benefit:

In the event of the Disability of a Member, he shall be fully vested with respect to the balance of his Individual Accounts as of the Valuation Date concurrent with or next preceding the date of his Disability, plus any contributions allocated to his Individual Accounts since such Valuation Date, except that, if a Member whose date of Disability is other than on a Valuation Date so elects, such balance shall be determined as of the Valuation Date next following the date of Disability, including allocation of any contribution then being allocated hereunder, as if he met any applicable employment and service requirements for such contribution. Payments shall be made at the time and in the manner provided in Article IX hereof.

7. Termination of Employment, and Forfeitures

7.1 Eligibility:

If a Member's employment with all Affiliated Employers shall terminate for any reason other than his Retirement under Article V, death under Article VI, or Disability under Article VII, such Member shall be entitled to such benefits as are hereinafter provided by Section 8.2.

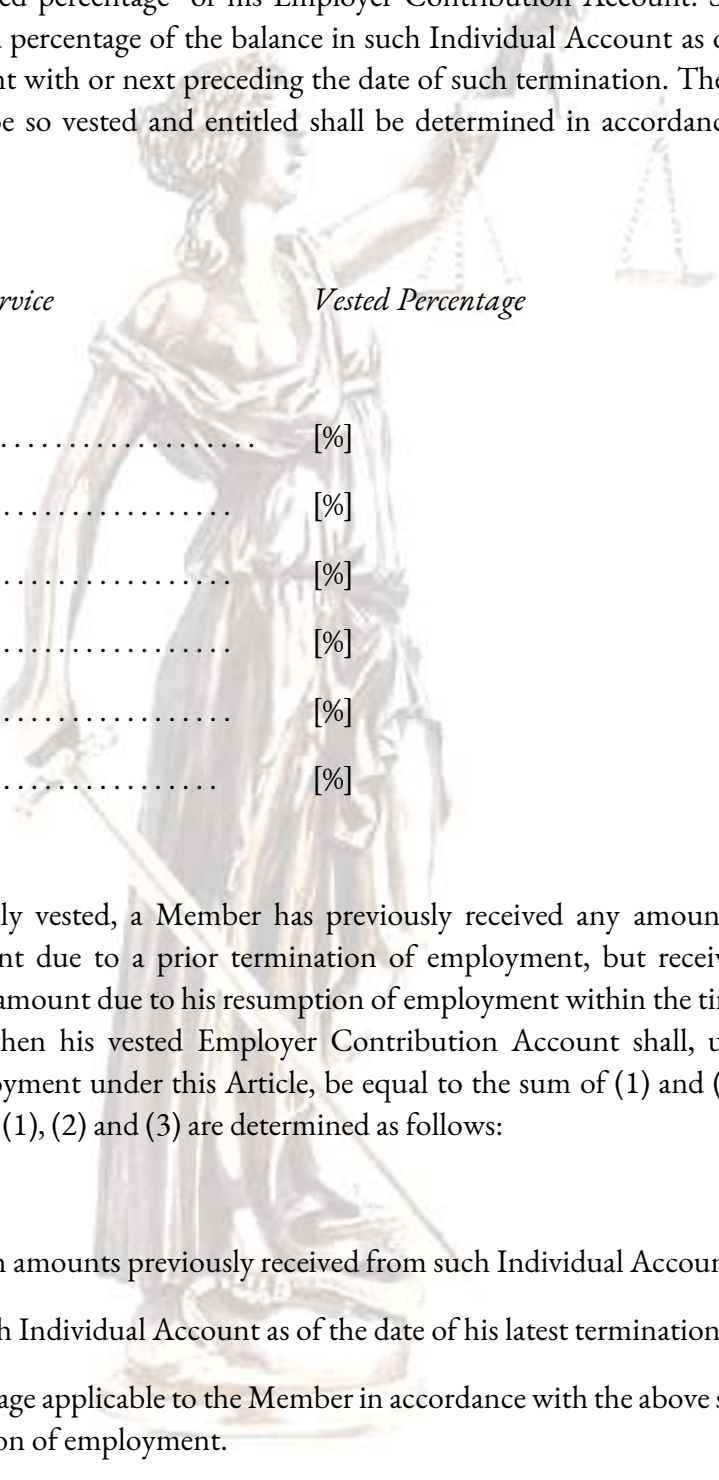
7.2 Benefit:

A Member to whom the provisions of Section 8.1 are applicable shall be entitled to:

- a) The balance in the Member's Employee Contribution Account, as of the Valuation Date concurrent with or next preceding the date of termination, plus any contributions allocated to any such accounts since such Valuation Date.

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b) The "vested percentage" of his Employer Contribution Account. Such amount shall be equal to a percentage of the balance in such Individual Account as of the Valuation Date concurrent with or next preceding the date of such termination. The percentage to which he shall be so vested and entitled shall be determined in accordance with the following schedule:



<i>Completed Years of Service</i>	<i>Vested Percentage</i>
Less than 3 years	[%]
3 years	[%]
4 years	[%]
5 years	[%]
6 years	[%]
7 years	[%]

If, before he was fully vested, a Member has previously received any amount from his Employer Contribution Account due to a prior termination of employment, but received restoration of an otherwise forfeitable amount due to his resumption of employment within the time period specified in Section 8.2 hereof, then his vested Employer Contribution Account shall, upon any subsequent termination of employment under this Article, be equal to the sum of (1) and (2), multiplied by (3), minus (1), where said (1), (2) and (3) are determined as follows:

- 1) The sum of all such amounts previously received from such Individual Account.
- 2) The balance of such Individual Account as of the date of his latest termination of employment.
- 3) The vested percentage applicable to the Member in accordance with the above schedule as of the date of his latest termination of employment.

7.3 Forfeitures:

A Member to whom this Article is applicable shall forfeit that portion of the amount in his Employer Contribution Account to which he is not entitled under Section 8.2 hereof and the amount thus forfeited shall remain in the Trust Fund and shall, as of the Allocation Date following the Member's termination of employment, be released for reallocation hereunder. If such former Member resumes Covered Employment before having a [NUMBER] year Break in Service and makes the repayment described in the following paragraph, a special contribution, equal to the forfeited amount, will be made to restore such forfeited amount to his Employer Contribution Account. Such special contribution shall, to the extent possible, be made from any other Members' forfeitures then available for allocation hereunder and, to the extent such other forfeitures are not sufficient, such special contribution shall be made by the Employer.

In order to receive the restoration described in the above paragraph, the Member must, within [NUMBER] years of his reentry into Covered Employment, repay to this Plan the amount of any distribution he received here from on account of such Break in Service, except for the amount of such distribution attributable to voluntary Employee contributions.

7.4 Early Retirement:

A Member may commence "early retirement" on or after age [AGE] provided he has completed [insert maximum years necessary to vest [%] in benefits] years of service with the Employer.

8. Distribution Notices and Methods of Payment

8.1 Notice to Trustee:

As soon as practicable after a Member becomes entitled to a distribution hereunder the Committee shall give written notice to the Trustee, which notice shall include such of the following information and directions as are necessary or advisable under the circumstances:

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- a) Name and address of the Member.
- b) Reason for the distribution.
- c) Name and address of the Beneficiary or Beneficiaries in case of a Member's death.
- d) Time, manner and amount of payments to be made pursuant to Section 9.3 hereof.

8.2 Subsequent Notices:

At any time after giving the notice as provided for in Section 9.1 hereof, the Committee may modify such original notice or any subsequent notice, by means of a further written notice to the Trustee, but any action taken or payments made by the Trustee pursuant to a prior notice shall not be affected by a subsequent notice.

8.3 Time and Methods of Payment:

Payments of a benefit shall commence as soon as practicable after such benefit becomes distributable hereunder, subject to the following:

- a) In no event (unless requested by the payee) shall payments commence later than as of a date [NUMBER] days after the close of the Plan Year in which a Member's employment with all Affiliated Employers terminates (for whatever reason) or, if later, in which the Member attains his Normal Retirement Date.
- b) A former Employee may elect to delay his distribution; however, in no event shall his distribution be delayed beyond [DATE] of the calendar year following the calendar year in which such former Employee attains age [AGE].

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When benefits become payable, the Member shall direct that such benefits shall be paid in one (1) of the following ways, or a combination thereof:

- i) Lump sum, payable in cash, or in kind.
- ii) Substantially level periodic installments, with any balance, upon the Member's death, payable to his Beneficiary.

In the event distribution is delayed or in the event distribution is in installments, the allocation of gains or losses described in Section 4.3 hereof shall continue to be applicable to the Individual Accounts until fully distributed (unless the payee elects to have the Trustee deposit the payee's Individual Account balances in a federally insured savings account in a bank or savings and loan association, in the Trustee's name, in which case, such balances shall, until completely paid, receive such earnings as shall be earned by said savings account).

8.4 Limitations on Payment:

All benefits payable under Section 9.3 hereof shall be made over a period no longer than the life expectancy of the Member or the joint life and last survivor expectancy of the Member and his Beneficiary.

8.5 Minority or Disability Payments:

During the minority or incompetency of any person entitled to received benefits hereunder, the Committee may direct the Trustee to make payments or distributions to the guardian of such person, or other persons as may be directed by the Committee. Neither the Committee nor the Trustee shall be required to see to the application of any payments so made, and the receipt of the payee (including the endorsement of a check or checks) shall be conclusive as to all interested parties.

9. Special Governmental Requirements

9.1 Limit on Annual Additions:

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Contributions hereunder shall be subject to the limitations of [CODE SECTION], as provided in this Section.

a) *Definitions*: For purposes of this Section the following definitions shall apply:

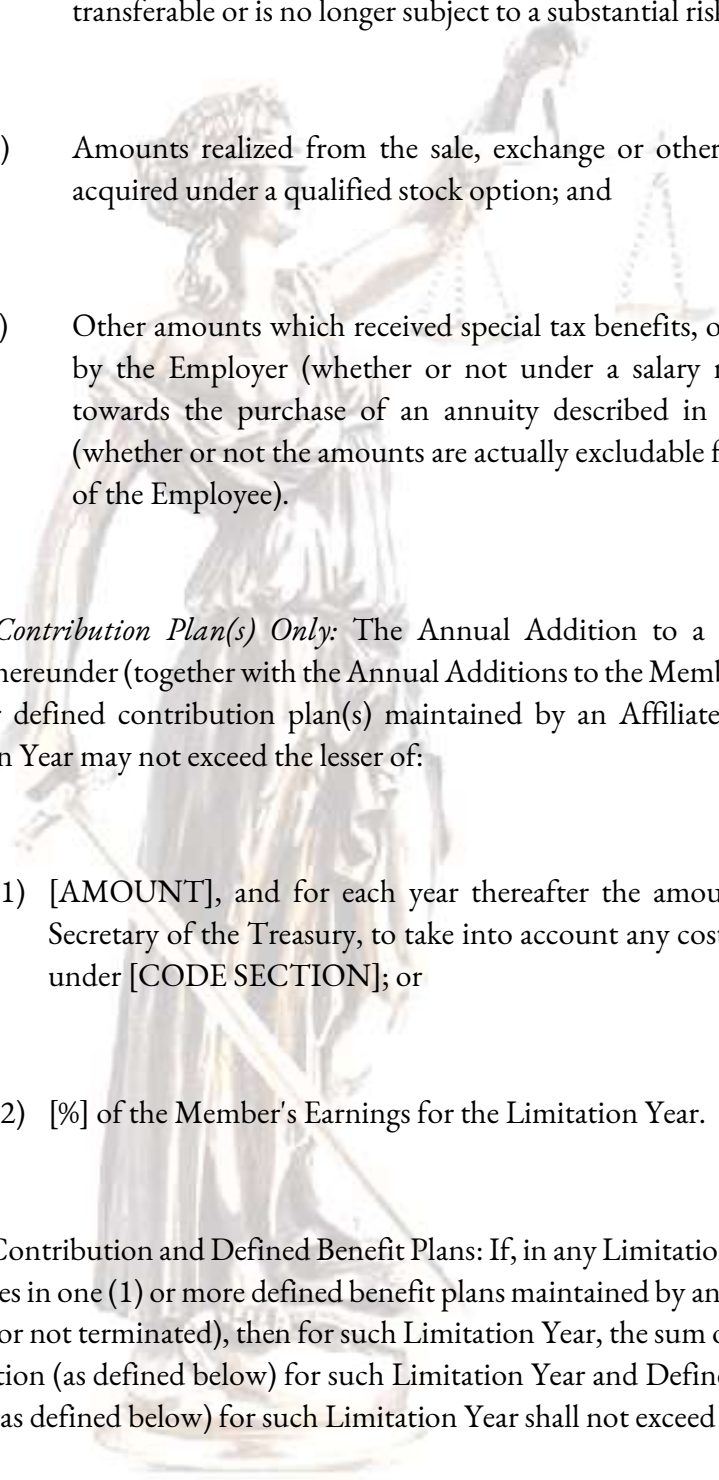
1) *"Annual Addition"* shall mean the sum of the following additions to a Member's Individual Account for the Limitation Year:

- i) Employer contributions;
- ii) Employee after-tax contributions; and
- iii) Forfeitures, if any.

2) *"Earnings"* for an Limitation Year shall be the Employee's earned income, wages, salaries, and fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the Employer (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses), provided such amounts are actually paid or includible in gross income during such year. Earnings shall exclude the following:

- i) Employer contributions to a plan of deferred compensation which are not included in the Employee's gross income for the taxable year in which contributed or Employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the Employee or any distributions from a plan of deferred compensation;

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- 
- ii) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
 - iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
 - iv) Other amounts which received special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity described in [CODE SECTION] (whether or not the amounts are actually excludable from the gross income of the Employee).
- b) *Defined Contribution Plan(s) Only:* The Annual Addition to a Member's Individual Account hereunder (together with the Annual Additions to the Member's account(s) under any other defined contribution plan(s) maintained by an Affiliated Employer) for any Limitation Year may not exceed the lesser of:
- 1) [AMOUNT], and for each year thereafter the amount prescribed by the Secretary of the Treasury, to take into account any cost-of-living adjustment under [CODE SECTION]; or
 - 2) [%] of the Member's Earnings for the Limitation Year.
- c) *Defined Contribution and Defined Benefit Plans:* If, in any Limitation Year, a Member also participates in one (1) or more defined benefit plans maintained by any Affiliated Employer (whether or not terminated), then for such Limitation Year, the sum of the Defined Benefit Plan Fraction (as defined below) for such Limitation Year and Defined Contribution Plan Fraction (as defined below) for such Limitation Year shall not exceed one (1.0).

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The Defined Benefit Fraction for any Limitation Year shall mean a fraction (a) the numerator of which is the projected annual benefit of the member under the defined benefit plan(s) (determined as of the close of the Limitation Year), and (b) the denominator of which is the lesser of [%] of the limitation under [CODE SECTION] or [%] of the percentage limitation under [CODE SECTION] for the year of determination (taking into account the effect of [CODE SECTION]).

The Defined Contribution Fraction for any Limitation Year shall mean a fraction (a) the numerator of which is the sum of the Annual Additions to the member's accounts under all defined contribution plans maintained by an Affiliated Employer as of the close of the Limitation Year (subject to reduction to the extent permitted under the transition rule in [CODE SECTION], and (b) the denominator of which is the sum of the lesser of [%] of the limitation under [CODE SECTION] or [%] of the percentage limitation under [CODE SECTION], for such Limitation Year and for all prior Limitation Years during which the Employee was employed by an Affiliated Employer (provided, however, at the election of the Committee, the denominator shall be increased by using for Limitation Years ending prior to [DATE], an amount equal to the denominator in effect for the Limitation Year ending in [YEAR], multiplied by the transition fraction provided in [CODE SECTION]).

If, in any Limitation Year, the sum of the Defined Benefit Plan Fraction and Defined Contribution Plan Fraction for a Member would exceed one (1.0) without adjustment of the amount of Annual Additions that can be allocated to such Member under paragraph (b) of this Section, then the amount of maximum annual benefit that can be paid to such Member under any defined benefit plan(s) maintained by an Affiliated Employer, shall be reduced to the extent necessary to reduce the sum of the Defined Benefit Plan Fraction and Defined Contribution Plan Fraction for such Member to one (1.0), or the Committee may take such other action as will cause the sum to equal one (1.0) or less.

9.2 Top-Heavy Restrictions:

- a) *Determination of Top-Heaviness:* Subject to (b) of this Section, this Plan will be considered to be top-heavy in any Plan Year if the aggregate value of the account balances of key Employees hereunder is greater than [%] of the aggregate value of all account balances hereunder. For purposes of determining whether such top-heaviness exists in any such Plan Year the following provisions shall be applicable:

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- 1) A key Employee is an individual (whether or not deceased) who, at any time during the [NUMBER] Plan Years immediately preceding the current Plan Year, was:
 - i) an officer of the Employer of Affiliated Employer having an annual Compensation from the Employer and/or Affiliated Employer greater than [%] of the defined contribution plan limitation in effect under [CODE SECTION] for any such Plan Year (except that no more than [NUMBER] Employees or, if less, the greater of [NUMBER] and [%] of the Employees, shall be treated as officers), or
 - ii) one of the [NUMBER] Employees having an annual Compensation from the Employer and/or Affiliated Employer greater than the defined contribution plan limitation in effect under [CODE SECTION] and owning (or considering as owning under [CODE SECTION] the largest interests in the Employer, or
 - iii) a [%] owner of the Employer (taking into account ownership he would be considered to have under [CODE SECTION]), or
 - iv) a [%] owner of the Employer (taking into account ownership he would be considered to have under [CODE SECTION] having annual Compensation from the Employer and/or an Affiliated Employer during any calendar year of more than [NUMBER].
- 2) For purposes of this Section, if a former Employee has not received any Compensation from the Employer at any time during the [NUMBER] Plan Years immediately preceding the current Plan Year, any account balance remaining hereunder for such former Employee shall not be taken into account. Also, any account balance attributable to deductible employee contributions or attributable to a rollover initiated by an Employee from the plan of an employer that is not an Affiliated Employer shall not be taken into account under this Section.

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- 3) The value of any account balance shall be determined as of the most recent Valuation Date within the preceding Plan Year, except that in the first Plan Year hereunder such account balance shall be determined as of the most recent Valuation Date within such first Plan Year. Such value shall include any contributions allocable as of such date.
- 4) The value of any account balance shall be increased to include any payment thereof made hereunder prior to the Valuation Date as of which such value is being determined, provided any such payment was made within the [NUMBER] Plan Years immediately preceding the current Plan Year. If an account balance has been fully paid out prior to such Valuation Date, but within the [NUMBER] Plan Years immediately preceding the current Plan Year, the amount thereof shall be taken into account, except that such amount shall not be taken into account hereunder if the paid out amount was either (i) rolled over or transferred to another plan of the Employer or Affiliated Employer or (ii) rolled over or transferred to any other plan but not at the direction of the Employee who had accrued such account.
- 5) If an Employee or former Employee for whom an account balance was maintained hereunder died prior to such Valuation Date, the value, if any, taken into account hereunder with respect to such individual shall include the sum of any payments made to him prior to such Valuation Date and within the [NUMBER] Plan Years immediately preceding the current Plan Year, together with the amount, as of such Valuation Date, of any remaining account balance payable hereunder to the Beneficiary of such individual plus the sum of any payments made to such Beneficiary hereunder prior to such Valuation Date and within the [NUMBER] Plan Years immediately preceding the current Plan Year.
- 6) If an Employee or former Employee (whether or not deceased) with respect to whom an account balance would be taken into account, as described above, was previously a key Employee, but as of the last day of the immediately preceding Plan Year was no longer a key Employee, then no account balance or payments thereof with respect to him or his Beneficiary shall be taken into account in making the top heavy determinations described in this Section.

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- b) *Aggregation with Other Plans:* The aggregation of this Plan with other plans for purposes of determining top heavy status shall be in accordance with the following:
- 1) *Required Aggregation:* If a key employee under this Plan also participates in another plan of the Employer or Affiliated Employer which is qualified under [CODE SECTION] or which is a simplified employee pension plan under [CODE SECTION], or if this Plan and another plan must be aggregated so that either this Plan or the other plan will meet the antidiscrimination and coverage requirements of [CODE SECTION], then this Plan and any such other plan will be aggregated for purposes of determining top heaviness. This Plan will automatically be deemed top heavy if such required aggregation of plans is top heavy as a group and will automatically be deemed not top heavy if such required aggregate of plans is not top heavy as a group.
 - 2) *Permissive Aggregation:* Any other plan of the Employer or Affiliated Employer which is qualified under [CODE SECTION] or which is a simplified employee pension plan under [CODE SECTION], and which is not in the required aggregation referenced in (1) above, may be aggregated with this Plan (and with any other plan(s) in the required aggregation group in (1) above) for purposes of determining top heaviness if such aggregation would continue to meet the antidiscrimination and coverage requirements of [CODE SECTION]. This Plan will automatically be deemed not top heavy if such permissive aggregation of plans is not top heavy as a group.
 - 3) *Determining Aggregate Top Heavy Status:* The top heavy status of the plans as a group is determined by aggregating the plans' respective top heavy determinations that are made as of determination dates that fall within the same calendar year.
- c) *Effects of Top Heaviness:* If this Plan becomes top heavy, the following special provisions shall apply except (i) in the case of an Employee hereunder who is also covered by another top heavy qualified defined contribution plan of an Affiliated Employer, the top heavy minimum allocation in (2) below shall not apply if the top heavy minimum allocation under such other plan is applied to such Employee there under, and (ii) in the case of an Employee hereunder who is also covered by a top heavy qualified defined benefit plan of an Affiliated Employer, the top heavy minimum allocation in (2) below shall not apply if the top heavy minimum benefit under such other plan is applied to such Employee there under, but if

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such top heavy minimum benefit is not applied to such Employee, then the top heavy minimum allocation in (2) below shall be applied except that the percentage shall be [%].

1) *Minimum Vesting*: If any Employee is covered under this Plan during any Plan Year when the Plan is top heavy, he shall, upon his termination of employment, have his vested percentage determined to be the greater of (i) and (ii) below, but subject to (iii) below:

- i) The vested percentage applicable to the Employee under the regular vesting provision of this Plan, as hereinbefore set forth, as of the date of his termination of employment, and
- ii) The vested percentage applicable to the Employee under the following schedule as of the date of his termination of employment:

<i>Employee's Years of Vesting Service</i>	<i>Employee's Vested Percentage</i>
Less than 2	[%]
2	[%]
3	[%]
4	[%]
5	[%]
6 or more	[%]

iii) In the event the Employee's employment is terminated when the Plan is no longer top heavy, his vested percentage shall be determined in

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accordance with the regular vesting provisions of this Plan, as hereinbefore set forth, except that in no event will his vested benefit be less than his vested benefit determined as if his employment had terminated as of the date when the Plan was last top heavy, and the application of the greater of (i) and (ii) as described above shall be made if the Employee had at least [NUMBER] years of Vesting Service when the Plan was last top heavy.

2) *Minimum Allocation:* If any Employee is covered under this Plan during any Plan Year when the Plan is top heavy, he shall, during such Plan Year, receive an allocated Employer contribution (subject to the vesting requirements of this Plan) at least equal to a percentage of his considered Compensation (defined below) for such Plan Year, which percentage shall be the lesser of:

- i) [%], and
- ii) the actual percentage that the allocation, received for such Plan Year by the key Employee receiving the largest such allocation represented as a percentage of such key Employee's considered compensation (defined below).

An Employee's considered Compensation is the amount of Compensation he received from the Employer of such Plan Year not in excess of [AMOUNT].

3) *Limit on Compensation:* If this Plan is top heavy at any time during a year when an Employee received Compensation that is to be taken into account for purposes of computing his allocation hereunder, such amount of Compensation actually taken into account hereunder for such year shall not exceed [AMOUNT], subject to cost-of-living adjustments in accordance with [CODE SECTION].

4) *Adjustments to [CODE SECTION] Limits:* If this Plan is top heavy during any Plan Year, the combined plan limitations of [CODE SECTION], as described in Section 10.1 hereof, shall be applied for such Plan Year by substituting "One Hundred Percent

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(100%)" for "One Hundred Twenty-Five Percent (125%)" wherever the latter term appears in said Section 10.1 hereof.

10. Administration

10.1 Appointment of Committee:

Responsibility for administration of this Plan shall be with the Employer, which shall be the Plan Administrator hereunder. The Employer, as Plan Administrator, shall appoint a Committee consisting of at least [NUMBER] persons who shall assist the Plan Administrator in the administration of this Plan. All action taken by the Committee shall be deemed actions taken by the Plan Administrator and the Plan Administrator shall, alone, have fiduciary responsibility in connection with such actions, except with respect to willful misconduct or gross negligence. All usual and reasonable expenses of the Committee may be paid in whole or in part by the Plan Administrator, and any expenses not paid by the Plan Administrator shall be paid by the Trustee out of the principal or income of the Trust.

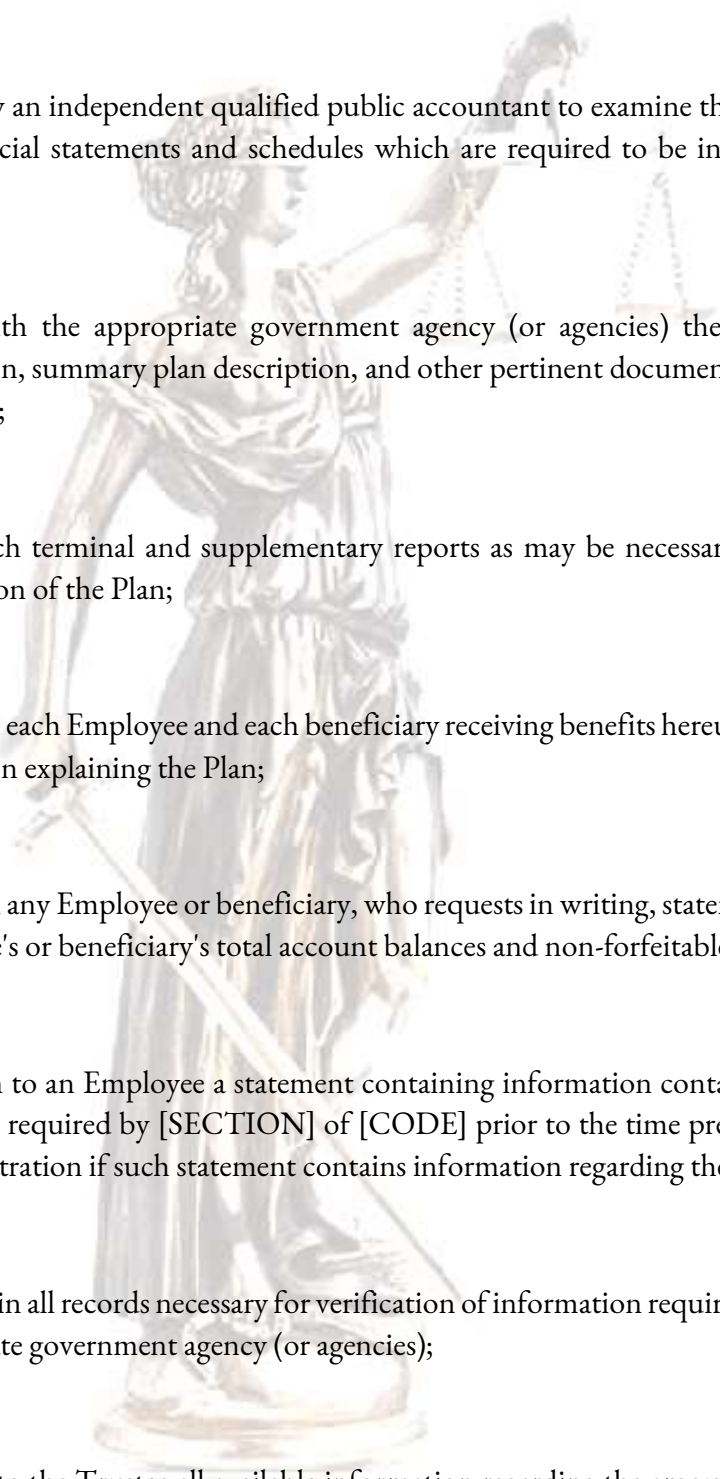
The members of the Committee shall not receive compensation with respect to their services for the Committee. The members of the Committee shall serve without bond or security for the performance of their duties hereunder unless the applicable law makes the furnishing of such bond or security mandatory or unless required by the Plan Administrator. The Plan Administrator may pay the premiums on any bond secured under this Section including the purchase of fiduciary liability insurance for any person who becomes a fiduciary under this Plan.

10.2 Committee Powers and Duties:

The Committee shall have such powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following powers and duties:

- a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;
- b) to prescribe rules for the operation of the Plan;

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- c) to receive from the Employer and from Employees such information as shall be necessary for the proper administration of the Plan;
 - d) to employ an independent qualified public accountant to examine the books, records, and any financial statements and schedules which are required to be included in the annual report;
 - e) to file with the appropriate government agency (or agencies) the annual report, plan description, summary plan description, and other pertinent documents which may be duly requested;
 - f) to file such terminal and supplementary reports as may be necessary in the event of the termination of the Plan;
 - g) to furnish each Employee and each beneficiary receiving benefits hereunder a summary plan description explaining the Plan;
 - h) to furnish any Employee or beneficiary, who requests in writing, statements indicating such Employee's or beneficiary's total account balances and non-forfeitable benefits, if any;
 - i) to furnish to an Employee a statement containing information contained in a registration statement required by [SECTION] of [CODE] prior to the time prescribed by law to file such registration if such statement contains information regarding the Employee;
 - j) to maintain all records necessary for verification of information required to be filed with the appropriate government agency (or agencies);
 - k) to report to the Trustee all available information regarding the amount of benefits payable to each Employee, the computations with respect to the allocation of assets, and any other information which the Trustee may require in order to terminate the Plan;

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- l) to delegate to one or more of the members of the Committee the right to act in its behalf in all matters connected with the administration of the Plan and Trust;
- m) to delegate to any individual(s) such of the above powers and duties as the Committee deems appropriate; and
- n) to appoint or employ for the Plan any agents it deems advisable, including, but not limited to, legal counsel.

The Committee shall have no power to add to, subtract from or modify any of the terms of the Plan, nor to change or add to any benefits provided by the Plan, nor to waive or fail to apply any requirements of eligibility for benefits under the Plan. All rules and decisions of the Committee shall be uniformly and consistently applied to all Employees in similar circumstances.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. No action shall be taken except upon a majority vote of the Committee members. An individual shall not vote or decide upon any matter relating solely to himself or vote in any case in which his individual right or claim to any benefit under the Plan is particularly involved. If, in any case in which a Committee member is so disqualified to act, and the remaining members cannot agree, the Employer will appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he is disqualified.

10.3 Claims Procedure:

The Committee may prescribe procedures for obtaining benefits and is required to provide a notice in writing to any person whose claim for benefits under this Plan has been denied, setting forth (1) the specific reasons for such denial, (2) the specific reference to pertinent Plan provisions on which the denial is based, (3) a description of any additional material or information necessary to the claimant to perfect the claim and an explanation of why such material or information is necessary, and (4) an

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explanation of the Plan's claim review procedure as described below, including the name and address of the party to whom an appeal should be sent.

A claimant has the right to appeal a denial of claim by written application to the Committee within [NUMBER] days of notice of denial or, if no such notice has been given, at the end of the expiration of a reasonable period of time after the claim was filed. The claimant, or a duly authorized representative, may review pertinent documents and may submit issues and comments in writing to the Committee.

After the Committee reviews the claims appeal, a final decision shall be made and communicated to the claimant within [NUMBER] days of receipt of the appeal by the Committee, unless special circumstances require an extension. Such extension cannot extend beyond [NUMBER] days after receipt of the appeal by the Committee. The communication shall be set forth in writing in a manner calculated to be understood by the claimant and shall identify the reasons for the denial and shall reference any pertinent Plan provisions upon which the denial is based.

10.4 Committee Procedures:

The Committee shall adopt such bylaws as it deems desirable. The Committee shall elect one of its members as chairman and shall elect a secretary who may, but need not, be a member of the Committee. The Committee shall advise the Trustee of such elections in writing. The Secretary of the Committee shall keep a record of all meetings and forward all necessary communications to the Trustee.

10.5 Authorization of Benefit Payments:

The Committee shall issue directions to the Trustee concerning all benefits which are to be paid from the Trust Fund pursuant to the provisions of the Plan. The Committee shall keep on file, in such manner, as it may deem convenient or proper, all reports from the Trustee.

10.6 Payment of Expenses:

All expenses incident to the administration, termination or protection of the Plan and Trust, including but not limited to, actuarial, legal, accounting, and Trustee's fees, shall be paid by the Employer, or if

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not paid by the Employer, shall be paid by the Trustee from the Trust Fund and, until paid, shall constitute a first and prior claim and lien against the Trust Fund.

10.7 Unclaimed Benefits:

11. During the time when a benefit hereunder is payable to any distributee, the Committee, upon request by the Trustee, or at its own instance, shall mail by registered or certified mail to such distributee, at his last known address, a written demand for his then address, or for satisfactory evidence of his continued life, or both. If such information is not furnished to the Committee within three (3) months from the mailing of such demand, then the Committee may, in its sole discretion, determine that such distributee is deceased and may declare such benefit, or any unpaid portion thereof, suspended as if the death of the distributee (with no surviving beneficiary) had occurred on the date of the last payment made thereon or the date such distributee first became entitled to receive benefit payments, whichever is later. Failure to furnish such information shall not result in the forfeiture of any non-forfeitable benefits and any such declaration by the Committee shall later be revoked upon a receipt of the requested information by the Committee. All such unclaimed benefits shall be and remain assets of the Trust and in no event shall they escheat to any governmental unit under any escheat law.

12. Trust Fund

12.1 Establishment of Trust Fund:

A Trust Fund shall be established for the purpose of receiving contributions, and paying benefits, under this Plan. A Trustee (or Trustees) shall be appointed under the terms of a trust agreement to administer the Trust Fund in accordance with the terms of such trust agreement.

12.2 Payment of Contributions to Trust Fund:

All contributions under this Plan shall be paid to the Trustee and shall be held, invested and reinvested by the Trustee in accordance with the terms of the Trust agreement. All property and funds of the Trust Fund, including income from investments and from all other sources, shall be retained for the exclusive benefit of Employees, as provided in the Plan, and shall be used to pay benefits to Employees or their

beneficiaries, or to pay expenses of administration of the Plan and Trust Fund, except as provided in Section 15.4 hereof.

13. Amendments

13.1 Right to Amend:

The Employer reserves the right to make from time to time any amendment or amendments to this Plan which do not permit reversion of any part of the Trust Fund to the Employer except as provided in Section 15.4 hereof and which do not cause any part of the Trust Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Employees included in this Plan.

14. Withdrawal and Termination

14.1 Transfers of Plan Assets and Plan Mergers:

The Plan and Trust shall not be merged or consolidated with, nor shall any Plan assets or liabilities be transferred to, any other plan, unless either (i) each Participant in the Plan (if the Plan had then terminated) receives a benefit immediately after such merger, consolidation, or transfer, which is equal to or greater than the benefit he would have been entitled to receive immediately before such merger, consolidation, or transfer (if the Plan had then terminated) or (ii) the conditions in (i) are deemed to be met due to compliance with the procedures set forth in [SECTION] of [CODE] regarding plan mergers and transfers.

14.2 Plan Termination:

The Employer may at any time, by adoption of a resolution, terminate this Plan. This Plan shall automatically terminate if the Employer ceases to exist and no successor continues the Plan.

A partial termination of this Plan will occur if required under the qualification requirements of [SECTION OF CODE].

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14.3 Suspension and Discontinuance of Contributions and Plan Termination:

If the Employer decides it is impossible or inadvisable to continue to make its contributions hereunder, it shall have the power to:

- d) suspend contributions to the Plan; or
- c) discontinue contributions to the Plan; or
- d) terminate the Plan as to its Employees.

Suspension shall be temporary cessation of contributions and such a suspension which has not ripened into a complete and permanent discontinuance shall not require any vesting of Individual Accounts.

A discontinuance of contributions, unless considered complete and permanent, shall also not require any vesting of Individual Accounts. In such event, Employees who become eligible to enter the Plan subsequent to the discontinuance shall receive no benefit, and no additional benefits attributable to Employer contributions shall accrue to any of the Members unless contributions are resumed. After the date of discontinuance of contributions, the Trust shall remain in existence as provided in this Section, and the provisions of the Plan and Trust shall remain in force as may be necessary in the sole opinion of the Committee. A certified copy of such decision or resolution shall be delivered to the Trustee, and as soon as possible thereafter, the Trustee shall send or deliver to each Member or Beneficiary concerned a copy thereof.

Upon termination, partial termination, or complete discontinuance of contributions to the Plan, the Individual Accounts of each affected Member not theretofore fully vested shall be and become fully vested and non-forfeitable in each such Member.

14.4 Liquidation of Trust Fund:

Upon termination, or partial termination, of the Plan, the proportionate interests of the affected Members and their Beneficiaries shall be liquidated after provision is made for the expenses of administration, termination and liquidation. Thereafter, the Trustee shall distribute as soon as administratively feasible the amount to the credit of each such Member and Beneficiary as the Committee shall direct.

15. General Provisions

15.1 Non-guarantee of Employment:

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

15.2 Manner of Payment:

Wherever and whenever it is herein provided for payments or distributions to be made, whether in money or otherwise, said payments or distributions shall be made directly into the hands of the Member, his Beneficiary, his administrator, executor or guardian, as the case may be. Deposit to the credit of a Member in any bank or trust company selected by the Member or Beneficiary hereunder shall be deemed payment into his hands, and provided further, that in the event any person otherwise entitled to receive any payment or distribution shall be a minor or an incompetent, such payment or distribution may be made to his guardian or other person as may be determined by the Committee.

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15.3 Non-alienation of Benefits:

Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Trust Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder. None of the unpaid Plan benefits or Trust assets shall be considered an asset of the Member in the event of his insolvency or bankruptcy.

Notwithstanding the foregoing, the Committee may approve payment to an alternate payee based upon any "qualified domestic relations order" as defined in [SECTION OF CODE], and such payment shall not be deemed a prohibited alienation of benefits.

15.4 Amounts Returnable to the Employer:

In no event shall the Employer receive any amounts from the Trust, except such amounts, if any, as set forth below:

- a) In the event of a contribution made by the Employer by a mistake of fact, such contribution may be returned to such Employer within one year after payment thereof.
- b) If the Employer's determination letter issued by the District Director of Internal Revenue is an initial determination letter as to such Employer and is to the effect that the Plan and Trust herein set forth or as amended prior to the receipt of such letter do not meet the requirements of the [SECTION] of [CODE] of 1954, such Employer shall be entitled at its option to withdraw, within one year of the receipt of such letter, all contributions made on and after its effective date, in which event the Plan and Trust shall then terminate as if the Plan had never been adopted.

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- c) Each contribution hereunder is conditioned upon the deductibility of such contribution under [SECTION] of [CODE] and may be returned to the Employer within one year if such deduction is disallowed (to the extent of the disallowance).

15.5 Governing Law:

This Plan and each of its provisions shall be construed and their validity determined by the application of the laws of the State of [name of state] except to the extent such law is preempted by Federal statute.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising [name of document], the Employer has caused its seal to be affixed hereto and these presents to be duly executed in its name and behalf this [DAY] day of [MONTH], [year].

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

(SEAL)

SIMPLIFIED EMPLOYEE PENSION PLAN

The following document is a model simplified employee pension plan. At the end of a document is a sample salary reduction simplified employee plan, which is a SEP with a salary reduction feature tacked on. You can modify this form to meet your specific circumstances. Of course, if you intend to use this plan, you should make sure that your attorney reviews it and approves any changes you make.

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Appendix A



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SEP allowing Salary Reduction



SIMPLIFIED EMPLOYEE PENSION PLAN

1. Purpose

Effective as of [date plan goes into effect], to enable eligible employees to establish individual retirement accounts or individual retirement annuities [company name] (the "Employer") decided to adopt the Simplified Employee Pension Plan for Employees of [company name] (the "Plan"). The Plan is intended to meet the requirements of Section [NUMBER] of [CODE] (the "Code") as from time to time amended.

The provisions of the Plan, as set forth herein, shall only apply to an eligible employee who is in the active employ of the Employer on or after [date of eligibility].

2. Definitions and Construction

2.1 Definitions:

Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth in this Article, unless the context clearly indicates to the contrary.

2.2 Principal Entities:

- a) *Plan*: The Simplified Employee Pension Plan for Employees for [company name], the Plan set forth herein, as amended from time to time.
- b) *Simplified Employee Pension*: The retirement savings vehicle chosen by a Participant for deposit of contributions made hereunder by the Employer. Such retirement savings vehicle may only be either an approved Individual Retirement Account under Section [NUMBER] of the [CODE].

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- c) *Employer*: [company name], a [legal status (i.e., a corporation)] organized and existing under the laws of the State of [name of state], or its successor or successors.
- d) *Committee*: The person or persons appointed pursuant to Section 6 to assist the Employer with Plan Administration in accordance with said Section.
- e) *Employee*: Any person who, on or after the Effective Date, is receiving remuneration for personal services rendered to the Employer.
- f) *Participant*: An Employee participating in the Plan in accordance with the provisions of Section 3.1.
- g) *Fiduciaries*: The Employer and the Committee, but only with respect to the specific responsibilities of each for Plan administration, all as described in Section 6.1.

2.3 Determination of Contribution and Other Definitions:

- a) *Participation*: The period or periods during which an Employee participates in this Plan as determined in accordance with Section 3.1.
- b) *Compensation*: The total of all amounts paid to a Participant for a given Year by the Employer for personal services and reported as wages for purposes of income tax, or substitute, less (1) amounts paid while covered by a collective bargaining agreement which does not provide for inclusion hereunder, (2) the cost of providing group term life insurance in excess of the statutory amount, (3) reimbursed moving expenses, (4) any other amount required to be reported which is not direct compensation for services performed and (5) amounts in excess of [AMOUNT].

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- c) *Effective Date*: [The effective date], the date on which the provisions of this Plan became effective.
- d) *Year*: The 12-month period commencing on January 1 and ending on December 31.
- e) *Code*: The [CODE], as amended from time to time.

2.3 Construction:

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision, Section or Article. Article and Section headings are for convenience of reference and not intended to add to or subtract from the terms of this Plan.

3. Participation and Notifications

3.1 Participation:

Except for an Employee who, for the entire Year was covered by a collective bargaining agreement which does not provide for his inclusion hereunder, an Employee shall participate in the Plan for any Year in which he meets the following requirements:

- a) he attains age [AGE] or older
- b) he has performed services for the Employer at some time during the Year
- c) his Compensation for the Year is [AMOUNT] or greater, and

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- d) the given Year is preceded by a [NUMBER]-year period that includes at least three Years in each of which he has performed services for the Employer at some time during the Year

3.2 Notifications:

The Committee shall notify an Employee in writing when he first becomes a Participant. Such notification shall include information required to be furnished by [AGENCY]. Such notification shall also advise the Participant that he should establish a Simplified Employee Pension and the date by which the establishment should be accomplished. If the Participant fails to notify the Committee of the establishment of a Simplified Employee Pension as of the prescribed date, the Committee shall choose a Simplified Employee Pension for such Participant and execute such forms and documents as may be necessary to establish a Simplified Employee Pension for and on behalf of such Participant.

If the Participant's Simplified Employee Pension does not accept contributions for the Year in which the Participant attains age [AGE], the Committee shall choose a Simplified Employee Pension for such Participant, for such Year and succeeding Years unless the Participant notifies the Committee that he has chosen an alternate Simplified Employee Pension.

4. Contributions

NOTE: The following Section 4.1 incorporates the requirements of [CODE] regarding the permitted disparity in plan contributions. The contribution percentage for compensation above a certain level cannot exceed the contribution percentage on compensation below a certain level by more than the lesser of:

- a) the contribution percentage on compensation below a certain level, or
- b) the greater of:
 - i) [%], or

- ii)* the percentage equal to the portion of the rate under [CODE] (in effect as of the beginning of the year) which is attributable to old-age insurance.

4.1 Employer Contributions On and After [DATE]:

Each Year the Employer shall determine whether or not a contribution will be made under the Plan for that Year. If the Employer determines that a contribution will be made for a Year, then, subject to the provisions of Section 4.4, the contribution made on behalf of each Employee who is a Participant for that Year shall be equal to:

- a) a percentage of Compensation, as determined by the Employer, payable to all Participants;
- b) to the extent any contribution has not been allocated under (a) above, an additional allocation shall be made to all Participants considering only their compensation in excess of the social security wage base for the Year. The percentage for any additional allocation under this Section 4.1(b) shall not exceed the lesser of:
 - i) the percentage used under Section 4.1(a) above, or
 - ii) the greater of:
 - a) [%], or
 - b) the percentage equal to the portion of the rate under [CODE] (in effect as of the beginning of the Year) which is solely attributable to old-age insurance.

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- c) to the extent any contribution remains after the allocations under Sections 4.1(a) and (b) above, the remainder shall be allocated to all Participants based on their Compensation for the Year.

However, the contribution made on behalf of any Participant for any Year may not exceed [AMOUNT] (*minus any Employer contribution made on the Employee's behalf pursuant to Section 4.2). Except to the extent provided in this Section 4.1, contributions to any one Participant shall bear a uniform relationship to the Compensation of each Participant receiving a contribution under this Plan.

The [AMOUNT] limitation referred to above shall be increased in accordance with the increases made to the limit defined under [CODE].

The contributions of the Employer made on behalf of each Participant shall be paid directly to, and deposited in, the Simplified Employee Pension of each such Participant and shall be paid no later than [NUMBER] months after the close of the Year.

4.2 Contributions by Participants:

Participants are not permitted to make contributions under this Plan. However, the Simplified Employee Pension chosen by the Participant may allow for additional contributions by the Participant, but such contributions shall not be deemed to be made under this Plan.

If the Committee chooses a Simplified Employee Pension for the Participant pursuant to the provisions of Section 3.2, such Simplified Employee Pension shall not provide for Participant contributions there under.

4.3 Excess Contributions:

An excess Employer contribution on behalf of a Participant shall exist for a Year if it exceeds one of the following:

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- a) the lesser of [AMOUNT] or [%] of the Participant's Compensation for such Year, or
- b) the amount determined by the Employer to be contributed for the Participant for such Year pursuant to the provisions of Section 4.1.

Except as provided by the remaining provisions of this Section, if an excess contribution is made by the Employer on behalf of a Participant, such excess shall be used as payment or partial payment of the Employer's contribution to such Participant's Simplified Employee Pension for the next succeeding Year.

If, by [DATE] immediately following the Year for which an excess contribution is made, it cannot be determined by the Employer whether the excess contribution will cause yet another excess contribution for the current Year, then the Committee shall notify the Participant that an excess contribution has been made on his behalf.

Upon receipt of notification of an excess contribution, the Participant may either withdraw the excess contribution prior to the due date (not including extensions) for filing his tax return for the Year for which the excess contribution was made or he may treat it as a Participant contribution if his Simplified Employee Pension allows for such treatment. If the Participant does not withdraw the excess contribution within such time period, he shall be responsible to pay the [%] penalty tax, if any, associated with such excess contribution until such time as the excess is eliminated by withdrawal or by treating it as a Participant contribution to his Simplified Employee Pension, if allowed. If such withdrawal is subject to a [%] tax for early withdrawal, the Participant shall be responsible to pay such tax.

4.4 Maximum Employer Contributions:

Notwithstanding anything contained herein, the Employer contribution to be made on behalf of any Participant for any Year shall be reduced to the extent necessary to prevent disqualification of the Plan under Section [NUMBER] of the [CODE].

If the Participant was a participant at any time in [Name of Plan] Defined Benefit Plan which was maintained by the Employer prior to its termination on [Date], the sum of his Defined Benefit Plan

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Fraction and his Defined Contribution Plan Fraction for any Year may not exceed [AMOUNT]. The "Defined Benefit Plan Fraction" for any Year is a fraction, the numerator of which is the Participant's projected annual benefit under the [Name of Plan] Defined Benefit Plan (determined at the close of the Year) and the denominator of which is the Participant's projected annual benefit (determined as of the close of the Year) if such plan provided the maximum benefit allowable under Section [NUMBER] of the [CODE]. The "Defined Contribution Plan Fraction" for any Year is a fraction, the numerator of which is the sum of the Employer's contribution to be made under Section 4.1 for such Participant for such Year, plus the Employer's contributions made under this Plan for the Participant for all prior Years and the denominator of which is the maximum amount of annual contributions which could have been made under Section [NUMBER] of the [CODE] for such Year and for all prior Years of such Participant's employment (assuming for this purpose that said Section [NUMBER] had been in effect during such prior Years). If the Participant's Defined Benefit Plan Fraction for any Year plus the Defined Contribution Plan Fraction for such Year exceeds [AMOUNT], then the Employer's contribution for the Participant for such Year shall be reduced to the extent necessary to eliminate the excess. The Committee shall advise affected Participants of any limitation on their Employer contributions hereunder required by this Section.

5. Benefits

NOTE: Unlike a qualified retirement plan, a participant can withdrawal SEP contributions without having to show a financial hardship. The Participant would owe federal and possibly state income taxes, plus, unless certain conditions are satisfied, a [%] additional income tax.

All contributions made to this Plan by the Employer on behalf of a Participant shall be fully vested and non-forfeitable at all times.

The right of a Participant to withdraw amounts contributed by the Employer on his behalf shall not in any way be restricted by the Employer, the Plan, or the Simplified Employee Pension chosen for a Participant by the Committee.

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If a Participant does withdraw amounts from his Simplified Employee Pension, the Participant shall be responsible to pay the [%] penalty tax, if any, which may be associated with the Participant's withdrawal.

In the event of a Participant's death, disposition of the Participant's Simplified Employee Pension shall be governed by the terms of his Simplified Employee Pension.

6. Administration

6.1 Fiduciary Responsibility:

The Fiduciaries shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan. The Employer shall have the sole responsibility for making the contributions provided for under Section 4.1 and Section 4.2, and shall have the sole authority to appoint and remove members of the Committee, to choose the Simplified Employee Pension that will be utilized for Participants who either fail to choose their own or choose a Simplified Employee Pension that will not accept certain contributions made hereunder, and to amend or terminate this Plan. The Committee shall have the sole responsibility for the administration of this Plan, which responsibility is specifically described in this Plan.

6.2 Appointment of Committee:

The Plan shall be administered by a Committee consisting of at least one person who shall be appointed by and serve at the pleasure of the Board of Directors of the Employer. All usual and reasonable expenses of the Committee shall be paid by the Employer. Any members of the Committee who are Employees shall not receive compensation with respect to their services for the Committee.

6.3 Claims Procedure:

The Committee shall make all determinations as to the eligibility of any Employee for Plan Participation or an Employer contribution. Any denial by the Committee of the claim for benefits under the Plan by an Employee shall be stated in writing by the Committee and delivered or mailed to the Employee; and such notice shall set forth the specific reasons for the denial, written to the best of the Committee's ability in a manner that may be understood without legal or actuarial counsel. In addition, the

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Committee shall afford a reasonable opportunity to any Employee whose claim for benefits has been denied for a review of the decision denying the claim.

6.4 Records and Reports:

The Committee shall exercise such authority and responsibility as it deems appropriate in order to comply with governmental regulations relating to records of Employer contributions made hereunder, notifications to Participants, and reports, if any, to the [GOVERNMENT AGENCY] or to the [LABOR DEPARTMENT].

6.5 Other Committee Powers and Duties:

The Committee shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

- a) to construe and interpret the Plan and decide all questions of eligibility;
- b) to prepare and distribute, in such manner as the Committee determines to be appropriate, information explaining the Plan;
- c) to receive from the Employer and from Participants such information as shall be necessary for the proper administration of the Plan;
- d) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- e) to appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal counsel;

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- f) to follow the Employer's choice of Simplified Employee Pension when it is the responsibility of the Committee hereunder to establish a Simplified Employee Pension for a Participant.

The Committee shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility under the Plan.

6.6 Rules and Decisions:

The Committee may adopt such rules as it deems necessary, desirable or appropriate. All rules and decisions of the Committee shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by a Participant, the Employer or the legal counsel of the Employer.

6.7 Notifications and Forms:

The Committee may require a Participant to complete and file with the Committee any and all forms approved by the Committee, and to furnish all pertinent information requested by the Committee. The Committee may rely upon all such information so furnished it, including the Participant's current mailing address.

6.8 Indemnification of the Committee:

The Committee and the individual members thereof shall be indemnified by the Employer against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

7. Employer Rights

7.1 Non-guarantee of Employment:

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

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7.2 Action by Employer:

Any action by the Employer under this Plan may be by any person or persons duly authorized to take such action.

7.3 Choice of Simplified Employee Pension:

The Employer shall choose the particular Simplified Employee Pension which will be utilized by the Committee for establishing individual Simplified Employee Pensions for Participants who fail to do so or for Participants whose Simplified Employee Pensions do not accept contributions made by the Employer hereunder.

The Simplified Employee Pension chosen by the Employer shall provide for the following:

- a) no restrictions on withdrawals
- b) acceptance of Employer contributions from and after the Year in which the Participant attains age [AGE]
- c) no contributions by a Participant
- d) no rollover contributions, as defined in the Code, by a Participant, and
- e) such other terms and conditions as may be chosen by the Employer.

7.4 Amendments:

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The Employer reserves the right to make from time to time any amendment or amendments to this Plan which do not cause any part of Employer contributions hereunder to be used for, or diverted to, any purpose other than the exclusive benefit of Participants, provided however, that the Employer may make any amendment it determines necessary or desirable, with or without retroactive effect, to comply with the Code or any other federal law and regulations issued pursuant thereto.



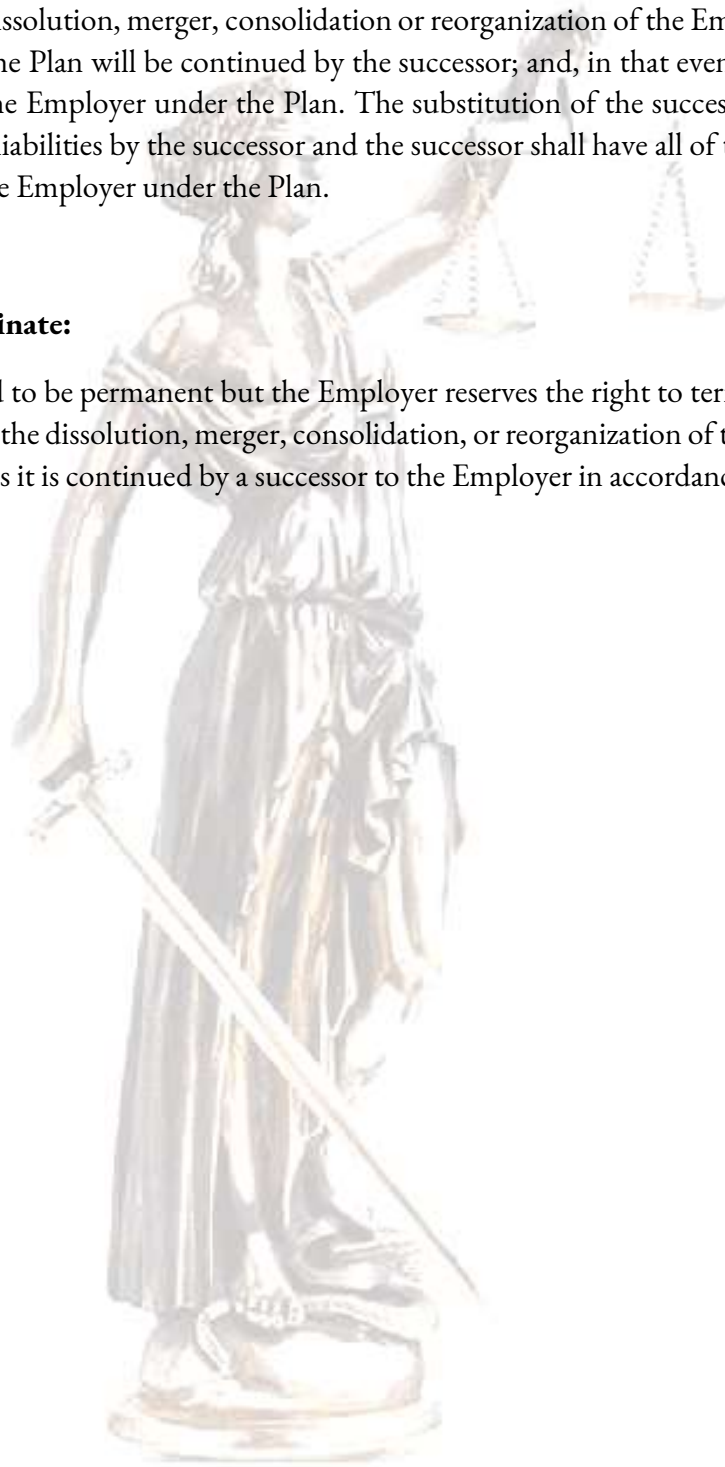
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7.5 Successor Employer:

In the event of the dissolution, merger, consolidation or reorganization of the Employer, provision may be made by which the Plan will be continued by the successor; and, in that event, such successor shall be substituted for the Employer under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor and the successor shall have all of the powers, duties and responsibilities of the Employer under the Plan.

7.6 Right to Terminate:

The Plan is intended to be permanent but the Employer reserves the right to terminate the Plan at any time. In the event of the dissolution, merger, consolidation, or reorganization of the Employer, the Plan shall terminate unless it is continued by a successor to the Employer in accordance with Section 7.5.



STOCK OPTION AGREEMENT

THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE [ACT], AS AMENDED.

This Stock Option Agreement ("Agreement") is made and entered into as of the date of grant set forth below (the "Date of Grant")

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [OPTIONEE NAME] (the "Optionee"), an individual with his main address at:

Capitalized terms not defined herein shall have the meaning ascribed to them in the Company's [Year of Plan] Stock Option & Incentive Plan (the "Plan").

Total Option Shares:

Exercise Price Per Share:

Date of Grant:

First Vesting Date:

Expiration Date for Exercise of Options:

Type of Stock Option:

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(Check one):

Incentive Stock Option

Statutory Stock Option

23. Grant of Option

The Company hereby grants to Optionee an option (the “Option”) to purchase the total number of shares of Common Stock of the Company set forth above (the “Shares”) at the Exercise Price Per Share set forth above (the “Exercise Price”), subject to all of the terms and conditions of this Agreement and the Plan. If designated as an Incentive Stock Option above, the Option is intended to qualify as an “incentive stock option” (“ISO”) within the meaning of Section [number] of the [CODE], as amended (the “Code”). Only Employees of the Company shall receive ISOs.

24. Exercise Price

The Exercise Price, is not less than the fair market value per share of Common Stock on the date of grant, as determined by the Board; provided, however, in the event Optionee is an Employee and owns stock representing more than [%] of the total combined voting power of all classes of stock of the Company or of its Parent or Subsidiary corporations immediately before this Option is granted, said exercise price is not less than one hundred ten percent [%] of the fair market value per share of Common Stock on the date of grant as determined by the Board.

25. Exercise of Option

This Option shall be exercisable during its term in accordance with the provisions of [PLAN] as follows:

- a. Vesting

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- i. This Option shall not become exercisable as to any of the number of the Shares as follows (check one):

Four Year Vesting:

Until the date that is [NUMBER] year from the date of grant of the Option (the "Anniversary Date"). On the Anniversary Date, this Option may be exercised to the extent of [%] of the Shares. Upon the expiration of each calendar month from the Anniversary Date, this Option may be exercised to the extent of the product of (a) the total number of Shares set forth at the beginning of this Agreement and (b) the fraction the numerator of which is [NUMBER] and the denominator of which is [NUMBER] (the "Monthly Vesting Amount"), plus the shares as to which the right to exercise the Option has previously accrued but has not been exercised; provided, however, that notwithstanding any of the above, the [%] exercisable on the Anniversary Date and the Monthly Vesting Amount with respect to any calendar month shall become exercisable only if the Employee was an employee of the Company or any Subsidiary of the Company as of the Anniversary Date and the last day of such month, respectively. Any time that the Optionee is on leave or is absent from performing services for the Company shall not be counted towards the vesting provided herein.

Alternate Vesting Schedule: As follows:

- ii. This Option may not be exercised for a fraction of a Share.
- iii. In the event of Optionee's death, disability or other termination of employment, the exercisability of the Option is governed by Sections 7, 8 and 9 below, subject to the limitations contained in subsection 3(i)(d).
- iv. In no event may this Option be exercised after the date of expiration of the term of this Option as set forth in Section 11 below.

b. Method of Exercise

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This Option shall be exercisable by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by Optionee and shall be delivered in person or by certified mail to the President, Secretary or Chief Financial Officer of the Company. The written notice shall be accompanied by payment of the exercise price.

No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

- c. Adjustments, Merger, etc. The number and class of the Shares and/or the exercise price specified above are subject to appropriate adjustment in the event of changes in the capital stock of the Company by reason of stock dividends, split-ups or combinations of shares, reclassifications, mergers, consolidations, reorganizations or liquidations. Subject to any required action of the shareholders of the Company, if the Company shall be the surviving corporation in any merger or consolidation, this Option (to the extent that it is still outstanding) shall pertain to and apply to the securities to which a holder of the same number of shares of Common Stock that are then subject to this Option would have been entitled. A dissolution or liquidation of the Company, or a merger or consolidation in which the Company is not the surviving corporation, will cause this Option to terminate, unless the agreement or merger or consolidation shall otherwise provide, provided that the Optionee shall, if the Board expressly authorizes, in such event have the right immediately prior to such dissolution or liquidation, or merger or consolidation, to exercise this Option in whole or part. To the extent that the foregoing adjustments relate to stock or securities of the Company, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive.

26. Optionee's Representations

- a. By receipt of this Option, by its execution, and by its exercise in whole or in part, Optionee represents to the Company that Optionee understands that:

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- b. Both this Option and any Shares purchased upon its exercise are securities, the issuance by the Company of which requires compliance with federal and state securities laws;
- c. These securities are made available to Optionee only on the condition that Optionee makes the representations contained in this Section 4 to the Company;
- d. Optionee has made a reasonable investigation of the affairs of the Company sufficient to be well informed as to the rights and the value of these securities;
- e. Optionee understands that the securities have not been registered under the [ACT], as amended (the "Act") in reliance upon one or more specific exemptions contained in the Act, which may include reliance on [RULE] promulgated under the Act, if available, or which may depend upon (a) Optionee's bona fide investment intention in acquiring these securities; (b) Optionee's intention to hold these securities in compliance with federal and state securities laws; (c) Optionee having no present intention of selling or transferring any part thereof (recognizing that the Option is not transferable) in violation of applicable federal and state securities laws; and (d) there being certain restrictions on transfer of the Shares subject to the Option;
- f. Optionee understands that the Shares subject to this Option, in addition to other restrictions on transfer, must be held indefinitely unless subsequently registered under the Act, or unless an exemption from registration is available; that [RULE], the usual exemption from registration, is only available after the satisfaction of certain holding periods and in the presence of a public market for the Shares; that there is no certainty that a public market for the Shares will exist, and that otherwise it will be necessary that the Shares be sold pursuant to another exemption from registration which may be difficult to satisfy; and
- g. Optionee understands that the certificate representing the Shares will bear a legend prohibiting their transfer in the absence of their registration or the opinion of counsel for the Company that registration is not required, and a legend prohibiting their transfer in compliance with applicable state securities laws unless otherwise exempted.

27. Method of Payment

Payment of the purchase price shall be made by cash, check or, in the sole discretion of the Board at the time of exercise, promissory notes or other Shares of Common Stock having a fair market value on the date of surrender equal to the aggregate purchase price of the Shares being purchased.

28. Restrictions on Exercise

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This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such Shares would constitute a violation of any applicable law or regulation. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

29. Termination of Status as an Employee

In the event of termination of Optionee's Continuous Status as an Employee for any reason other than death or disability, Optionee may, but only within [NUMBER] days after the date of such termination (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent that Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise this Option at the date of such termination, or if Optionee does not exercise this Option within the time specified herein, this Option shall terminate.

30. Disability of Optionee

In the event of termination of Optionee's Continuous Status as an Employee as a result of Optionee's disability, Optionee may, but only within [NUMBER] months from the date of termination of employment (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination; provided, however that if the disability is not total and permanent and the Optionee exercises the option within the period provided above but more than three months after the date of termination, this Option shall automatically be deemed to be a Non-statutory Stock Option and not an Incentive Stock Option; and provided, further, that if the disability is total and permanent then the Optionee may, but only within [NUMBER] year from the date of termination of employment (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise this Option at the date of termination, or if Optionee does not exercise such Option within the time periods specified herein, this Option shall terminate.

31. Death of Optionee

In the event of the death of Optionee:

- c. During the term of this Option while an Employee of the Company and having been in Continuous Status as an Employee since the date of grant of this Option, this Option may be exercised, at any time within [NUMBER] year following the date of death (but, in case of an Incentive Stock Option, in no event later than the date of expiration of this Option as set forth in Section 11 below), by Optionee's estate or by a person who

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acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that had accrued at the time of death of the Optionee. To the extent that such Employee was not entitled to exercise the Option at the date of death, or if such Employee, estate or other person does not exercise such Option (which such Employee, estate or person was entitled to exercise) within the [NUMBER] years time period specified herein, the Option shall terminate; or

- d. During the [NUMBER] day period specified in Section 7 or the [NUMBER] year period specified in Section 8, after the termination of Optionee's Continuous Status as an Employee, this Option may be exercised, at any time within [NUMBER] year following the date of death (but, in the case of an Incentive Stock Option, in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), by Optionee's estate or by a person who acquired the right to exercise this Option by bequest or inheritance, but only to the extent of the right to exercise that had accrued at the date of termination. To the extent that such Employee was not entitled to exercise this Option at the date of death, or if such Employee, estate or other person does not exercise such Option (which such Employee, estate or person was entitled to exercise) within the [NUMBER] year time period specified herein, this Option shall terminate.

32. Non-Transferability of Option

This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee, only by Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of Optionee.

33. Term of Option

This Option may not be exercised more than [Number of years] years from the date of grant of this Option, and may be exercised during such term only in accordance with the Plan and terms of this Option; provided, however, that the term of this option, if it is a Non-statutory Stock Option, may be extended for the period set forth in Section 9(a) or Section 9(b) in the circumstances set forth in such Sections.

34. Early Disposition of Stock; Taxation Upon Exercise of Option

If Optionee is an Employee and the Option qualifies as an ISO, Optionee understands that, if Optionee disposes of any Shares received under this Option within [NUMBER] years after the date of this Agreement or within [NUMBER] year after such Shares were transferred to Optionee, Optionee will be treated for federal income tax purposes as having received ordinary income at the time of such disposition in any amount generally measured as the difference between the price paid for the Shares and the lower of the fair market value of the Shares at the date of exercise or the fair market value of the

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Shares at the of disposition. Any gain recognized on such premature sale of the Shares in excess of the amount treated as ordinary income will be characterized as capital gain. Optionee hereby agrees to notify the Company in writing within [NUMBER] days after the date of any such disposition. Optionee understands that if Optionee disposes of such Shares at any time after the expiration of such two-year and one-year holding periods, any gain on such sale will be treated as long-term capital gain laws subject to meeting various qualifications. If Optionee is a Consultant or this is a Non-statutory Stock Option, Optionee understands that, upon exercise of this Option, Optionee will recognize income for tax purposes in an amount equal to the excess of the then fair market value of the Shares over the exercise price. Upon a resale of such shares by the Optionee, any difference between the sale price and the fair market value of the Shares on the date of exercise of the Option will be treated as capital gain or loss. Optionee understands that the Company will be required to withhold tax from Optionee's current compensation in some of the circumstances described above; to the extent that Optionee's current compensation is insufficient to satisfy the withholding tax liability, the Company may require the Optionee to make a cash payment to cover such liability as a condition to exercise of this Option.

35. Tax Consequences

The Optionee understands that any of the foregoing references to taxation are based on federal income tax laws and regulations now in effect, and may not be applicable to the Optionee under certain circumstances. The Optionee may also have adverse tax consequences under state or local law. The Optionee has reviewed with the Optionee's own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Optionee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Optionee understands that the Optionee (and not the Company) shall be responsible for the Optionee's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

36. Severability; Construction

In the event that any provision in this Option shall be invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Option. This Option shall be construed as to its fair meaning and not for or against either party.

37. Damages

The parties agree that any violation of this Option (other than a default in the payment of money) cannot be compensated for by damages, and any aggrieved party shall have the right, and is hereby granted the privilege, of obtaining specific performance of this Option in any court of competent jurisdiction in the event of any breach hereunder.

38. Governing Law

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This Option shall be deemed to be made under and governed by and construed in accordance with the laws of the State of [State]. Jurisdiction for any disputes hereunder shall be solely in [City], [State].

39. Delay

No delay or failure on the part of the Company or the Optionee in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

40. Restrictions

Notwithstanding anything herein to the contrary, Optionee understands and agrees that Optionee shall not dispose of any of the Shares, whether by sale, exchange, assignment, transfer, gift, devise, bequest, mortgage, pledge, encumbrance or otherwise, except in accordance with the terms and conditions of this Section 18, and Optionee shall not take or omit any action which will impair the absolute and unrestricted right, power, authority and capacity of Optionee to sell Shares in accordance with the terms and conditions hereof.

Any purported transfer of Shares by Optionee that violates any provision of this Section 18 shall be wholly void and ineffectual and shall give to the Company or its designee the right to purchase from Optionee all but not less than all of the Shares then owned by Optionee for a period of [NUMBER] days from the date the Company first learns of the purported transfer at the Agreement Price and on the Agreement Terms. If the Shares are not purchased by the Company or its designee, the purported transfer thereof shall remain void and ineffectual and they shall continue to be subject to this Agreement.

The Company shall not cause or permit the transfer of any Shares to be made on its books except in accordance with the terms hereof.

a. 1) Permitted Transfers

- iv. Optionee may sell, assign or transfer any Shares held by the Optionee but only by complying with the provisions of subsection (b)(1) of this Section 18.
- v. Optionee may sell, assign or transfer any Shares held by the Optionee without complying with the provisions of subsection (b)(1) by obtaining the prior written consent of the Company's shareholders owning [%] of the then issued and outstanding shares of the Company's Common Stock (determined on a fully diluted basis) or a majority of the members of the Board of Directors of the Company, provided that the transferee agrees in writing to be bound by the provisions of this Option and the transfer is made in accordance with any other

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restrictions or conditions contained in the written consent and in accordance with applicable federal and state securities laws.

- vi. Upon the death of Optionee, Shares held by the Optionee may be transferred to the personal representative of the Optionee's estate without complying with the provisions of subsection (b)(1). Shares so transferred shall be subject to the other provisions of this Option, including in particular subsection (b)(2).

a. 2) No Pledge

Unless a majority of the members of the Board of Directors consent, Shares may not be pledged, mortgaged or otherwise encumbered to secure indebtedness for money borrowed or any other obligation for which the Optionee is primarily or secondarily liable.

a. 3) Stock Certificate Legend

Each stock certificate for Shares issued to the Optionee shall have conspicuously written, printed, typed or stamped upon the face thereof, or upon the reverse thereof with a conspicuous reference on the face thereof, one or both of the following legend:

- iii. THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED IN THE ABSENCE OF REGISTRATION THEREUNDER OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT. SUCH SHARES MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, OR OTHERWISE DISPOSED OF IN ANY MANNER EXCEPT IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE STOCK OPTION AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. UNLESS A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS CONSENT, SUCH STOCK OPTION AGREEMENT PROHIBITS ANY PLEDGE, MORTGAGE OR OTHER ENCUMBRANCE OF SUCH SHARES TO SECURE ANY OBLIGATION OF THE HOLDER HEREOF. EVERY CREDITOR OF THE HOLDER HEREOF AND ANY PERSON ACQUIRING OR PURPORTING TO ACQUIRE THIS CERTIFICATE OR THE SHARES HEREBY EVIDENCED OR ANY INTEREST THEREIN

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IS HEREBY NOTIFIED OF THE EXISTENCE OF SUCH STOCK OPTION AGREEMENT, AND ANY ACQUISITION OR PURPORTED ACQUISITION OF THIS CERTIFICATE OR THE SHARES HEREBY EVIDENCED OR ANY INTEREST THEREIN SHALL BE SUBJECT TO ALL RIGHTS AND OBLIGATIONS OF THE PARTIES TO SUCH STOCK OPTION AGREEMENT AS THEREIN SET FORTH.

- iv. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF [STATE/PROVINCE], EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

b. 1) Sales of Shares

- iii. Company's Right of First Refusal. In the event that the Optionee shall desire to sell, assign or transfer any Shares held by the Optionee to any other person (the "Offered Shares") and shall be in receipt of a bona fide offer to purchase the Offered Shares ("Offer"), the following procedure shall apply. The Optionee shall give to the Company written notice containing the terms and conditions of the Offer, including, but not limited to (a) the number of Offered Shares; (b) the price per Share; (c) the method of payment; and (d) the name(s) of the proposed purchaser(s).

An offer shall not be deemed bona fide unless the Optionee has informed the prospective purchaser of the Optionee's obligation under this Option and the prospective purchaser has agreed to become a party hereunder and to be bound hereby. The Company is entitled to take such steps as it reasonably may deem necessary to determine the validity and bona fide nature of the Offer.

Until [NUMBER] days after such notice is given, the Company or its designee shall have the right to purchase all of the Offered Shares at the price offered by the prospective purchaser and specified in such notice. Such purchase shall be on the Agreement Terms, as defined in subsection (b)(4).

- iv. Failure of Company or its Designee to Purchase Offered Shares. If all of the Offered Shares are not purchased by the Company and/or its designee within the [NUMBER]-day period granted for such purchases, then any remaining Offered Shares may be sold, assigned or transferred pursuant to the Offer; provided, that the Offered Shares are so transferred within [NUMBER] days of the expiration of the [NUMBER]-day period to the person or persons named in, and under the terms

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and conditions of, the bona fide Offer described in the notice to the Company; and provided further, that such persons agree to execute and deliver to the Company a written agreement, in form and content satisfactory to the Company, agreeing to be bound by the terms and conditions of this Option.

b. 2) Manner of Exercise

Any right to purchase hereunder shall be exercised by giving written notice of election to the Optionee, the Optionee's personal representative or any other selling person, as the case may be, prior to the expiration of such right to purchase.

b. 3) Agreement Price

The "Agreement Price" shall be the higher of (A) the fair market value of the Shares to be purchased determined in good faith by the Board of Directors of the Company and (B) the original exercise price of the Shares to be purchased.

b. 4) Agreement Terms

"Agreement Terms" shall mean and include the following:

- iii. Delivery of Shares and Closing Date. At the closing, the Optionee, the Optionee's personal representative or such other selling person, as the case may be, shall deliver certificates representing the Shares, properly endorsed for transfer, and with the necessary documentary and transfer tax stamps, if any, affixed, to the purchaser of such Shares. Payment of the purchase price therefore shall concurrently be made to the Optionee, the Optionee's personal representative or such other selling person, as provided in subsection (ii) of this subsection (b)(4). Such delivery and payment shall be made at the principal office of the Company or at such other place as the parties mutually agree.
- iv. Payment of Purchase Price. The Company shall pay the purchase price to the Optionee at the closing.

b. 5) Right to Purchase Upon Certain Other Events

The Company or its designee shall have the right to purchase all, but not less than all, of the Shares held by the Optionee at the Agreement Price and on the Agreement Terms for a period of [NUMBER] days after any of the following events:

- vi. an attempt by a creditor to levy upon or sell any of the Optionee's Shares;

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- vii. the filing of a petition by the Optionee under the [COUNTRY] Bankruptcy Code or any insolvency laws;
- viii. the filing of a petition against Optionee under any insolvency or bankruptcy laws by any creditor of the Optionee if such petition is not dismissed within [NUMBER] days of filing;
- ix. the entry of a decree of divorce between the Optionee and the Optionee's spouse; or
- x. If Optionee is an employee of the Company, upon the termination of Optionee's services as an employee.

The Optionee shall provide the Company written notice of the occurrence of any such event within [NUMBER] days of such event.

c. 1) Termination

The provisions of this Section 18 shall terminate and all rights of each such party hereunder shall cease except for those which shall have theretofore accrued upon the occurrence of any of the following events:

- vii. cessation of the Company's business;
- viii. bankruptcy, receivership or dissolution of the Company;
- ix. ownership of all of the issued and outstanding shares of the Company by a single shareholder of the Company;
- x. written consent or agreement of the shareholders of the Company holding 50% of the then issued and outstanding shares of the Company;
- xi. consent or agreement of a majority of the members of the Board of Directors of the Company; or
- xii. registration of any class of equity securities of the Company pursuant to Section [NUMBER] of the [ACT], as amended.

c. 2) Amendment

This Section 18 may be modified or amended in whole or in part by a written instrument signed by shareholders of the Company holding [%] of the outstanding shares of Common Stock or a majority of the members of the Board of Directors of the Company.

41. Market Standoff

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Unless the Board of Directors otherwise consents, Optionee agrees hereby not to sell or otherwise transfer any Shares or other securities of the Company during the [NUMBER]-day period following the effective date of a registration statement of the Company filed under the Act; provided, however, that such restriction shall apply only to the first two registration statements of the Company to become effective under the Act which includes securities to be sold on behalf of the Company to the public in an underwritten public offering under the Act. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such [NUMBER]-day period.

42. Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other prior or contemporaneous agreements and understandings both oral or written; subject, however, that in the event of any conflict between this Agreement and the Plan, the Plan shall govern. This Agreement may only be amended in a writing signed by the Company and the Optionee.

43. Privileges of Stock Ownership

Participant shall not have any of the rights of a shareholder with respect to any Shares until Optionee exercises the Option and pay the Exercise Price.

44. Notices

Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated above or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: personal delivery; [NUMBER] days after deposit in the [COUNTRY] mail by certified or registered mail (return receipt requested); [NUMBER] business day after deposit with any return receipt express courier (prepaid); or [NUMBER] business day after transmission by fax.

DATE OF GRANT: [DATE]

[NAME OF CORPORATION]

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NAME AND TITLE

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO SECTION 3 HEREOF IS EARNED ONLY BY CONTINUING SERVICE AS AN EMPLOYEE OR CONSULTANT AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION, THE COMPANY'S PLAN WHICH IS INCORPORATED HEREIN BY REFERENCE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE OR CONSULTANT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S EMPLOYMENT OR CONSULTING RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

Optionee acknowledges receipt of a copy of the Plan, represents that Optionee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of this Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or of the Committee upon any questions arising under the Plan.

Dated: [DATE]

OPTIONEE

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CONSENT OF SPOUSE

The undersigned spouse of the Optionee to the foregoing Stock Option Agreement acknowledges on his or her own behalf that: I have read the foregoing Stock Option Agreement and I know its contents. I hereby consent to and approve of the provisions of the Stock Option Agreement, and agree that the Shares issued upon exercise of the options covered thereby and my interest in them are subject to the provisions of the Stock Option Agreement and that I will take no action at any time to hinder operation of the Stock Option Agreement on those Shares or my interest in them.

NAME OF SPOUSE

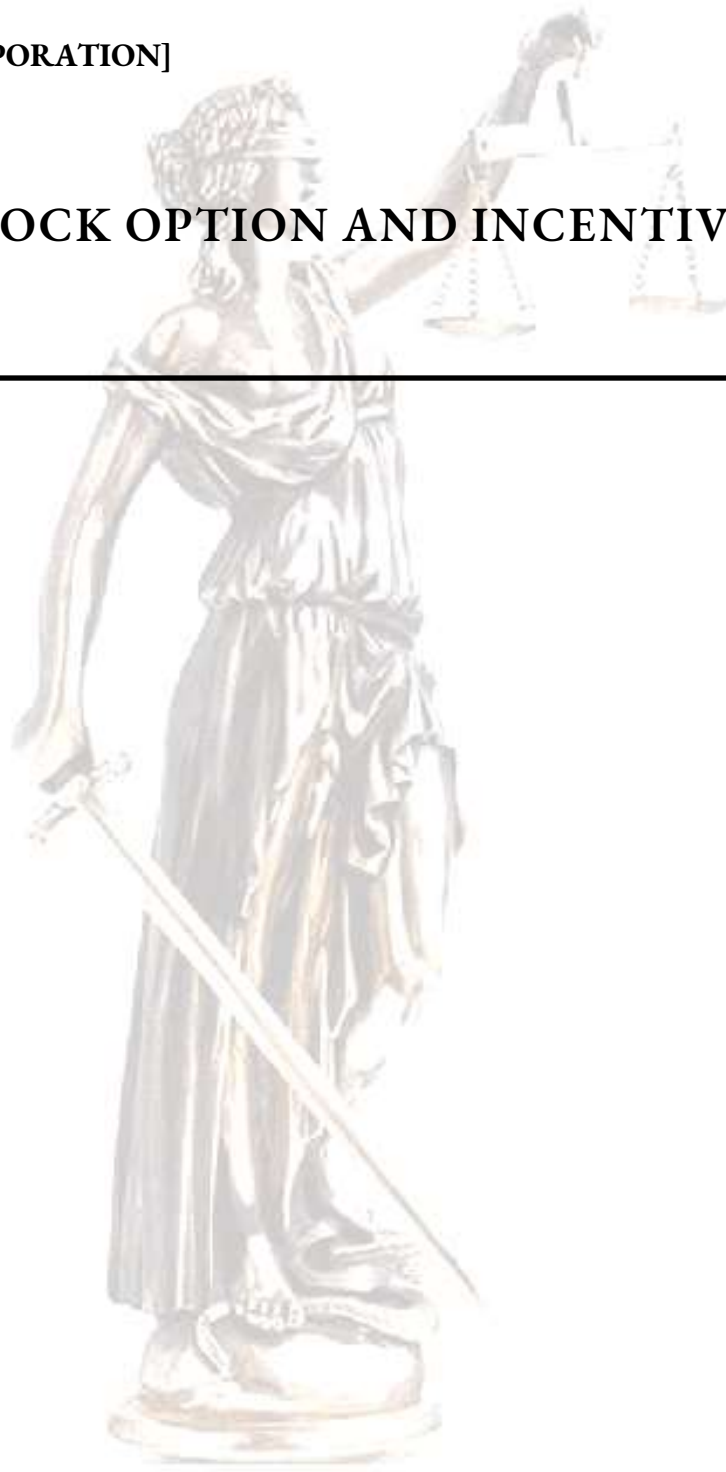
[Address], [City], [State], [Zip]

(SEAL)




[NAME OF CORPORATION]

[YEAR] STOCK OPTION AND INCENTIVE PLAN



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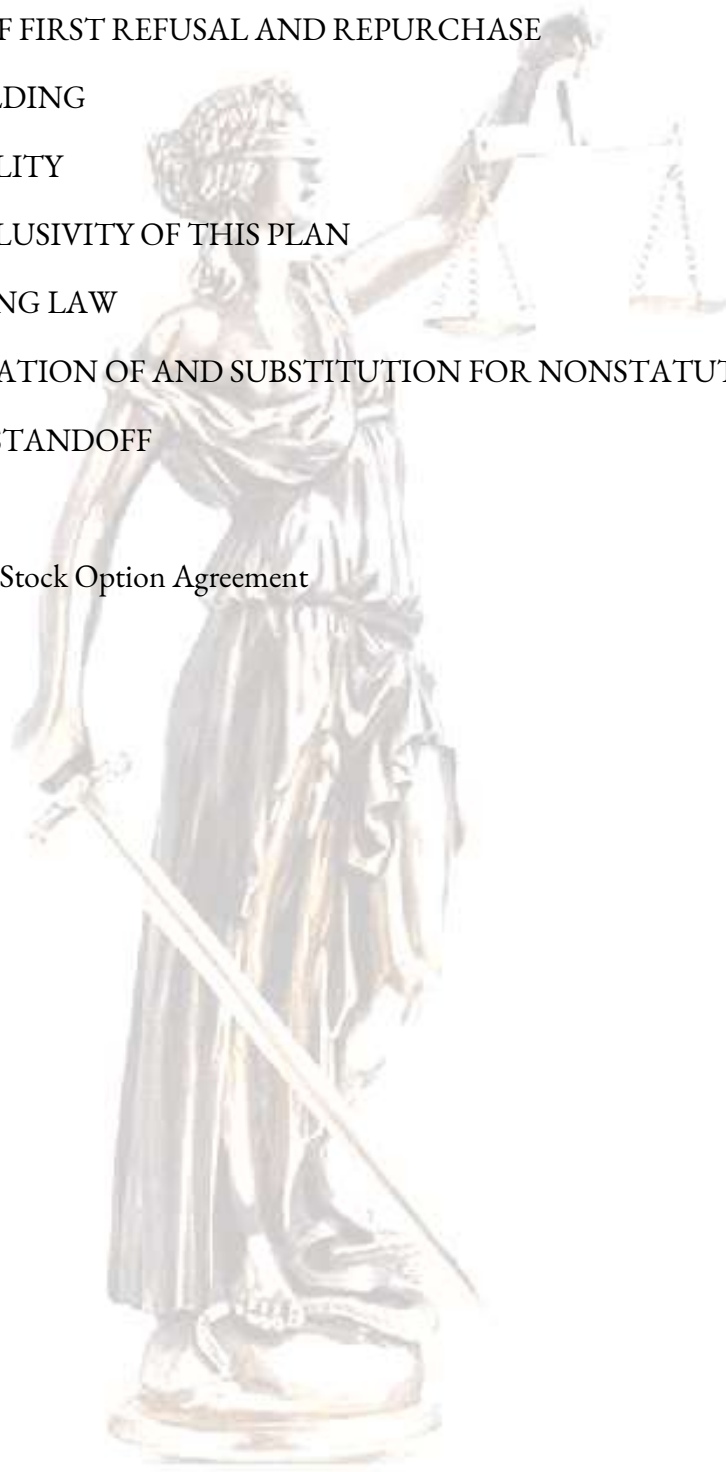
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Exhibit 1 – Form of Stock Option Agreement



[NAME OF CORPORATION]

[YEAR] STOCK OPTION AND INCENTIVE PLAN

2. Purposes of this Plan

The general purpose of this [YEAR] Stock Option and Incentive Plan is to promote the interests of the Company and its shareholders by (i) providing certain Employees of and Consultants to the Company with additional incentives to continue and increase their efforts with respect to achieving success in the business of the Company, its Affiliates and its Subsidiaries, and (ii) attracting and retaining the best available personnel to participate in the ongoing business operations of the Company and its Subsidiaries.

Options granted under this Plan may be either Incentive Stock Options or Non-statutory Stock Options, as determined at the discretion of the Board and as reflected in the terms of the written option agreements. The Board may also grant Stock Purchase Rights hereunder.

3. Definitions

As used in this Plan, the following definitions shall apply:

“Affiliates” means any other entity directly or indirectly controlling, controlled by, or under common control, with the Company.

“Affiliated SAR” means a SAR that is granted in connection with a related Option, and which will be deemed to automatically be exercised simultaneous with the exercise of the related Option.

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“Award” means, individually or collectively, a grant under this Plan, including any Nonqualified Stock Options, Incentive Stock Options, SARs, Restricted Stock, Performance Units, or Performance Shares.

“Award Agreement” means an agreement entered into by each Participant and the Company, setting forth the terms and provisions applicable to Awards granted to Participants under the Plan.

“Board” shall mean the Committee, if one has been appointed, or the Board of Directors of the Company, if no Committee is appointed.

“Board of Directors” means the full Board of Directors of the Company.

“Code” shall mean the [CODE], as amended from time to time, or any successor statute or statutes thereto. Reference to any particular Code section shall include any successor section.

“Committee” shall mean the Committee appointed by the Board of Directors in accordance with Section 4(a) of this Plan, if one is appointed, or if no Committee is appointed, the Board of Directors.

“Common Stock” shall mean the Common Stock of the Company.

“Company” shall mean [COMPANY], a [STATE/PROVINCE] corporation.

“Consultant” shall mean any person who is engaged by the Company or by any Parent or Subsidiary to render consulting services and is compensated for such consulting services, and any director of the Company whether compensated for such services or not.

“Continuous Status as an Employee” shall mean the absence of any interruption or termination of service as an Employee. Continuous Status as an Employee shall not be considered interrupted in the case of sick leave, military leave, or any other leave of absence approved by the Board; provided that such leave is for a period of not more than [NUMBER] days or reemployment upon the expiration of such leave is guaranteed by contract or statute.

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“Disinterested Person” shall mean a member of the Board of Directors of the Company: (i) who was not during the one year prior to service as an administrator of this Plan granted or awarded equity securities pursuant to this Plan, or any other plan of the Company or any of its affiliates entitling the participants therein to acquire equity securities of the Company or any of its affiliates; or (ii) who is otherwise considered to be a “disinterested person” in accordance with [RULE], or any other applicable rules, regulations or interpretations of the [COMMISSION].

“Employee” shall mean any person, including officers and directors, employed by the Company or any Parent or Subsidiary of the Company as a common-law employee. The payment of a director's fee by the Company shall not be sufficient to constitute “employment” by the Company.

“[ACT]” shall mean the [ACT], as amended.

“Freestanding SAR” means a SAR that is granted independently of any Options.

“Incentive Stock Option” shall mean an Option intended to qualify as an incentive stock option within the meaning of [SECTION OF CODE].

“Major Event” shall be deemed to have occurred if (i) there shall be consummated any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's common stock immediately prior to the merger generally have the same proportionate ownership of common stock of the surviving corporation immediately after the merger; (ii) there shall be consummated any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company; (iii) proceedings or actions for the liquidation or dissolution of the Company are initiated by the Company; or (iv) any “person” (as defined in Section [NUMBER] of the [ACT]) (other than persons who beneficially own more than [%] of the capital stock of the Company on a fully diluted and as converted basis outstanding as of the date of adoption of this Plan by the Board of Directors) becomes the “beneficial owner” (as defined in [SECTION] under the [ACT]), directly or indirectly, of [%] or more of the Company's outstanding capital stock on a fully diluted and as converted basis at such time; provided, however, that a “Major Event” shall not be deemed

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to have occurred solely by reason of the consummation of a public offering by the Company of common stock registered.

“Non-statutory Stock Option” shall mean an Option which is not intended to qualify as an Incentive Stock Option.

“Option” shall mean a stock option granted pursuant to this Plan.

“Optioned Stock” shall mean the Common Stock subject to an Option.

“Optionee” shall mean an Employee or Consultant who receives an Option.

“Parent” shall mean a “parent corporation”, whether now or hereafter existing, as defined in [SECTION OF CODE].

“Participant” means an Employee of the Company who has outstanding an Award granted under the Plan.

“Performance Unit” means an Award granted to an Employee pursuant to Section [NUMBER].

“Performance Share” means an Award granted to an Employee, pursuant to Section [NUMBER] herein.

“Period of Restriction” means the period during which the transfer of Shares of Restricted Stock is limited in some way (based on the passage of time, the achievement of performance goals, or upon the occurrence of other events as determined by the Committee, in its discretion), and the Shares are subject to a substantial risk of forfeiture, as provided in Section 11.

“Plan” shall mean this [YEAR] Stock Option and Incentive Plan.

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“Purchaser” shall mean an Employee or Consultant who exercises a Stock Purchase Right.

“Restricted Stock” means an Award granted to a Participant pursuant to Section 11.

“Share” shall mean a share of Common Stock, as adjusted in accordance with Section 14 of this Plan.

“Stock Appreciation Right” or “SAR” means an Award, granted alone or in connection with a related Option, designated as a SAR, pursuant to the terms of Section 10.

“Stock Purchase Right” shall mean a right to purchase Common Stock pursuant to this Plan or the right to receive a bonus of Common Stock for past services.

“Subsidiary” shall mean a “subsidiary corporation”, whether now or hereafter existing.

“Tandem SAR” means a SAR that is granted in connection with a related Option, the exercise of which shall require forfeiture of the right to purchase a Share under the related Option (and when a Share is purchased under the Option, a SAR shall similarly be cancelled).

4. Stock Subject to this Plan

Subject to the provisions of Section 14 of this Plan, the maximum aggregate number of Shares under this Plan is [Number]. The Shares may be authorized but unissued, or reacquired Common Stock, or both. If an Option or Stock Purchase Right should expire, terminate, be cancelled or become unexercisable for any reason without having been exercised in full, then the unpurchased Shares which were subject thereto shall, unless this Plan shall have been terminated, become available for future grant

or sale under this Plan. In addition, Shares issued under this Plan and later repurchased or otherwise reacquired by the Company shall, unless this Plan shall have been terminated, become available for future grant or sale under this Plan.

5. Administration of this Plan

4.1 Procedure

This Plan shall be administered by the Board of Directors of the Company unless and until the Board of Directors delegates administration to a Committee, as provided in this Section 4(a). Subject to Section 4(a)(ii), the Board of Directors may appoint a Committee consisting of not less than two persons to administer this Plan on behalf of the Board of Directors, subject to such terms and conditions not inconsistent with this Plan as the Board of Directors may prescribe. Once appointed, the Committee shall continue to serve until otherwise directed by the Board of Directors. Members of the Board who are either eligible for Options and/or Stock Purchase Rights or have been granted Options and/or Stock Purchase Rights may vote on any matters affecting the administration of this Plan or the grant of any Options and/or Stock Purchase Rights pursuant to this Plan, except that no such member shall act upon the granting of an option to such member, but any such member may be counted in determining the existence of a quorum at any meeting of the Board during which action is taken with respect to the granting of Options and/or Stock Purchase Rights to such member.

Notwithstanding the foregoing Section 4(a)(i), if the Company registers any class of any equity security pursuant to Section [NUMBER] of the [ACT], from the effective date of such registration until [NUMBER] months after the termination of such registration, any grants of Options and/or Stock Purchase Rights to directors or officers who are subject to Section 16 of the [ACT] shall be made only by a Committee consisting of two or more persons, each of whom shall be a Disinterested Person (if necessary to meet the requirements of [RULE] promulgated under the [ACT]). The Board shall otherwise comply with the requirements of [RULE] promulgated under the [ACT], as from time to time in effect, unless the Board expressly declares that any such requirement shall not apply.

Subject to the foregoing Sections 4(a)(i) and 4(a)(ii), from time to time the Board of Directors may increase the size of the Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefore, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer this Plan. Once appointed, the Committee shall continue to serve until otherwise directed by the Board of Directors.

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4.2 Powers of the Board.

- 5 Subject to the provisions of this Plan, the Board shall have plenary authority, in its discretion and without limitation, to do the following: (i) to grant Incentive Stock Options, Non-statutory Stock Options or Stock Purchase Rights; (ii) to determine, upon review of relevant information and in accordance with Section 7 of this Plan, the fair market value of the Common Stock; (iii) to determine the exercise price per share of Options or Stock Purchase Rights to be granted, which exercise price shall be determined in accordance with Section 7 hereof; (iv) to determine the Employees or Consultants to whom, and the time or times at which, Options or Stock Purchase Rights shall be granted and the number of Shares to be represented by each Option or Stock Purchase Right; (v) to interpret this Plan; (vi) to prescribe, amend and rescind rules and regulations relating to this Plan, and in the exercise of this power, to correct any defect, omission or inconsistency in this Plan or in any agreement relating to an Option or Stock Purchase Right, in a manner and to the extent the Board shall deem necessary or expedient to make this Plan fully effective; (vii) to determine the terms and provisions of each Option or Stock Purchase Right granted (which need not be identical) and, with the consent of the holder thereof, modify or amend each Option or Stock Purchase Right; (viii) to authorize any person to execute on behalf of the Company any instrument required to effectuate the grant of an Option or Stock Purchase Right previously granted by the Board; and (ix) to make all other determinations deemed necessary or advisable for the administration of this Plan.

5.1 Board Determinations

In making determinations under this Plan, the Board may take into account the nature of the services rendered by the respective Employees and Consultants, their present and potential contributions to the success of the Company, or its Subsidiaries, as the case may be, and such other factors as the Board in its discretion shall deem relevant. All decisions, determinations and interpretations of the Board shall be final and binding on all Optionees, Purchasers and any other holders of any Options and/or Stock Purchase Rights granted under this Plan.

6. Eligibility

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Options and Stock Purchase Rights may be granted to Employees and Consultants, provided that Incentive Stock Options may only be granted to Employees. An Employee or Consultant who has been granted an Option or Stock Purchase Right may, if such Employee or Consultant is otherwise eligible, be granted additional Option(s) or Stock Purchase Right(s).

No Incentive Stock Option may be granted to an Employee which, when aggregated with all other Incentive Stock Options granted to such Employee by the Company or by any Parent or Subsidiary, would result in Shares having an aggregate fair market value (determined for each Share as of the date of grant of the Option covering such Share) in excess of [AMOUNT] (or such different amount as provided for under the Code requirements for Incentive Stock Options) becoming first available for purchase upon exercise of one or more incentive stock options during any calendar year.

Section 5(b) of this Plan shall apply only to an Incentive Stock Option evidenced by a stock option agreement which sets forth the intention of the Company and the Optionee that such Option shall qualify as an Incentive Stock Option. Section 5(b) of this Plan shall not apply to any Option evidenced by a stock option agreement which sets forth the intention of the Company and the Optionee that such Option shall be a Non-statutory Stock Option.

On and after the effective date of the registration of any class of equity security of the Company pursuant to Section [NUMBER] of the [ACT], a member of the Board of Directors who is not an Employee shall not be eligible for the benefits of this Plan unless at the time an Option or Stock Purchase Right is granted to such member, the Board expressly declares that such exclusion will not apply.

7. Term of Plan

This Plan shall become effective upon the earlier to occur of its adoption by the Board of Directors or its approval by vote of the holders of a majority of the outstanding shares of the Company entitled to vote on the adoption of this Plan. It shall continue in effect for a term of [NUMBER] years unless sooner terminated under Section 16 of this Plan.

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8. Exercise Price and Consideration

The per share exercise price for the Shares to be issued pursuant to exercise of an Option or Stock Purchase Right shall be such price as is determined by the Board, but shall be subject to the following provisions:

In the case of an Incentive Stock Option:

- a) granted to an Employee who, at the time of the grant of such Incentive Stock Option, owns stock representing more than [%] of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per share exercise price shall be no less than [%] of the fair market value per share on the date of grant.
- b) granted to any Employee other than an Employee described in Section 7(a)(i)(A), the per share exercise price shall be no less than [%] of the fair market value per Share on the date of grant.

In the case of a Non-statutory Stock Option:

- a) granted to an Employee or Consultant who, at the time of the grant of such Option, owns stock representing more than [%] of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per share exercise price shall be no less than [%] of the fair market value per share on the date of the grant.
- b) granted to any Employee or Consultant, other than an Employee or Consultant described in Section 7(a)(ii)(A), the per share exercise price shall be no less than [%] of the fair market value per share on the date of grant.

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In the case of a Stock Purchase Right granted to any person, the per share exercise price shall be no less than [%] of the fair market value per share on the date of grant; provided, however, that if such person at the time of the grant of such Stock Purchase Right, owns stock representing more than [%] of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per share exercise price shall be no less than [%] of the fair market value per share on the date of the grant.

Fair market value shall be determined by the Board in its discretion; provided, however, that where there is an active public market for the Common Stock, the fair market value per share shall be determined as follows:

- a) If the Company's Common Stock is traded on an exchange or is quoted on the National Association of Securities Dealers, Inc. Automated Quotation ("NASDAQ") National Market System, then the closing or last sale price, respectively, on the date of grant, as reported in the Wall Street Journal (or, if not so reported, as otherwise reported by the NASDAQ System).
- b) If the Company's Common Stock is not traded on an exchange or on the NASDAQ National Market System but is traded in the over-the-counter market, then the mean of the closing bid and asked prices on the date of grant as reported in the Wall Street Journal (or, if not so reported, as otherwise reported by the NASDAQ System).

The consideration to be paid for the Shares to be issued upon exercise of an Option or Stock Purchase Right, including the method of payment, shall be determined by the Board and may consist entirely of cash, check, promissory note or other deferred payment arrangement, other Shares of Common Stock having a fair market value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Option or Stock Purchase Right shall be exercised, or any combination of such methods of payment, or such other consideration and method of payment for the issuance of Shares to the extent permitted under applicable law. In making its determination as to the type of consideration to accept, the Board shall consider if acceptance of such consideration may be reasonably expected to benefit the Company.

9. Options

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8.1 Term of Option

The term of each Option shall be [NUMBER] years from the date of grant thereof or such longer term (up to 10 years) as may be provided in the stock option agreement relating to such Option; provided that the term of a Non-statutory Stock Option may, as provided in Section 8(b)(iv), be extended for a period of up to [NUMBER] months. However, in the case of an Option granted to an Employee who, at the time the Option is granted, owns stock representing more than [%] of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Option shall be [NUMBER] years from the date of grant thereof or such shorter time as may be provided in the stock option agreement relating to such Option.

8.2 Exercise of Option

a) Procedure for Exercise; Rights as a Shareholder

Any Option granted under this Plan shall be exercisable at such times and under such conditions as determined by the Board, such as vesting conditions and/or performance criteria with respect to the Company and/or the Optionee, and as shall be permissible under the terms of this Plan. Notwithstanding anything herein to the contrary, no Option granted hereunder shall have a vesting period in excess of [NUMBER] years.

An Option may, but need not, include a provision whereby at any time prior to termination of the Optionee's Continuous Status as an Employee, the Optionee may elect to exercise the Option as to all or any part of the Shares subject to the Option prior to the stated vesting date of the Option or of any vesting installment or installments specified in the Option. Any shares so purchased from any unvested installment or Option may be subject to a repurchase right in favor of the Company or to any restriction the Board determines to be appropriate.

Exercise of an Option in any manner shall result in a decrease in the number of Shares which thereafter may be available, both for purposes of this Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

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An Option shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Option by the person entitled to exercise the Option and full payment for the Shares with respect to which the Option is exercised has been received by the Company. An Option may not be exercised for a fraction of a Share. Full payment may, as authorized by the Board, consist of any consideration and method of payment allowable under Section 7 of this Plan. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the stock certificate evidencing such Shares, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly upon exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 11 of this Plan.

b) Termination of Status as an Employee

In the event of termination of an Optionee's Continuous Status as an Employee, such Optionee may, but only within [NUMBER] days after the date of such termination (but in no event later than the date of expiration of the term of such Option as set forth in the Option Agreement), exercise the Option to the extent that such Employee was entitled to exercise it at the date of such termination. To the extent that such Employee was not entitled to exercise the Option at the date of such termination, or if such Employee does not exercise such Option (which such Employee was entitled to exercise) within such [NUMBER] day time period, the Option shall terminate.

c) Disability of Optionee

To the extent that such Employee was not entitled to exercise the Option at the date of termination, or if such Employee does not exercise such Option (which such Employee was entitled to exercise) within the time periods specified above, as the case may be, the Option shall terminate.

d) Death of Optionee

In the event of the death of an Optionee: (A) while the Optionee is an Employee or Consultant, (B) during the [NUMBER] day period described in Section 8(b)(ii), or (C) during the [NUMBER] year period described in Section 8(b)(iii), the Option may be exercised, at any time within [NUMBER] year following the date of death (but, in the case of an Incentive Stock Option, in no event later than the date

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of expiration of the term of such Incentive Stock Option as set forth in the Option Agreement), by the Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that had accrued at the time of death of the Optionee. To the extent that such Employee or Consultant was not entitled to exercise the Option at the date of death, or if such Employee, Consultant, estate or other person does not exercise such Option (which such Employee, Consultant, estate or person was entitled to exercise) within the [NUMBER] year time period specified in this Plan, the Option shall terminate.

10. Stock Purchase Rights

9.1 Rights to Purchase

After the Board determines that it will offer an Employee or Consultant a Stock Purchase Right, it shall deliver to the offeree a stock purchase agreement or stock bonus agreement, as the case may be, setting forth the terms, conditions and restrictions relating to the offer, including the number of Shares which such person shall be entitled to purchase, and the time within which such person must accept such offer, which shall in no event exceed [NUMBER] months from the date upon which the Board made the determination to grant the Stock Purchase Right. The offer shall be accepted by execution of a stock purchase agreement or stock bonus agreement in the form approved by the Board.

9.2 Issuance of Shares

Forthwith after payment therefore, the Shares purchased shall be duly issued; provided, however, that the Board may require that the Purchaser make adequate provision for any federal and state withholding obligations of the Company as a condition to the Purchaser purchasing such Shares.

9.3 Other Provisions

The stock purchase agreement or stock bonus agreement shall contain such other terms, provisions and conditions not inconsistent with this Plan as may be determined by the Board, including rights of first refusal as set forth in Section 23 hereof.

11. Stock Appreciation Rights

10.1 Grants of SARs

Tandem SARs may be awarded by the Committee in connection with any Option granted under the Plan, either on the Date of Grant of the Option or thereafter at any time prior to the exercise, termination or expiration of the Option. Non-tandem SARs may also be granted by the Committee at any time. On the Date of Grant of a Non-tandem SAR, the Committee shall specify the number of shares of Common Stock covered by such right and the base price of shares of Common Stock to be used in connection with the calculation described in Section 10.3 below. SARs shall be subject to such terms and conditions not inconsistent with the other provisions of this Plan as the Committee shall determine.

10.2 Exercise of Tandem SARs

A Tandem SAR shall be exercisable only to the extent that the related Option is exercisable and shall be exercisable only for such period as the Committee may determine (which period may expire prior to the expiration date of the related Option). Upon the exercise of all or a portion of a Tandem SAR, the related Option shall be canceled with respect to an equal number of shares of Common Stock. A Tandem SAR shall entitle the Grantee to surrender to the Company unexercised the related Option, or any portion thereof, and to receive from the Company in exchange therefore that number of shares of Common Stock having an aggregate fair market value equal to (A) the excess of (i) the fair market value of [NUMBER] share of Common Stock as of the date the Tandem SAR is exercised over (ii) the Option price per share specified in such Option, multiplied by (B) the number of shares of Common Stock subject to the Option, or portion thereof, which is surrendered. Cash shall be delivered in lieu of any fractional shares.

10.3 Exercise of Non-tandem SARs

A Non-tandem SAR shall be exercisable during such period as the Committee shall determine prior to the Date of Grant. The exercise of a Non-tandem SAR shall entitle the Grantee to receive from the Company that number of shares of Common Stock having an aggregate fair market value equal to (A) the excess of (i) the fair market value of [NUMBER] share of Common Stock as of the date on which the Non-tandem SAR is exercised over (ii) the base price of the shares covered by the Non-tandem SAR, multiplied by (B) the number of shares of Common Stock covered by the Non-tandem SAR, or the portion thereof being exercised. Cash shall be delivered in lieu of any fractional shares.

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10.4 Settlement of SARs

As soon as is reasonably practicable after the exercise of a SAR, the Company shall (i) issue, in the name of the Grantee, stock certificates representing the total number of full shares of Common Stock to which the Grantee is entitled pursuant to Section 10.2 or 10.3 hereof and cash in an amount equal to the fair market value, as of the date of exercise, of any resulting fractional shares, and (ii) if the Committee causes the Company to elect to settle all or part of its obligations arising out of the exercise of the SAR in cash pursuant to Section 10.5, deliver to the Grantee an amount in cash equal to the fair market value, as of the date of exercise, of the shares of Common Stock it would otherwise be obligated to deliver.

10.5 Cash Settlement

The Committee, in its discretion, may cause the Company to settle all or any part of its obligation arising out of the exercise of a SAR by the payment of cash in lieu of all or part of the shares of Common Stock it would otherwise be obligated to deliver in an amount equal to the fair market value of such shares on the date of exercise.

12. Restricted Shares

11.1 Grant of Restricted Shares

The Committee may from time to time cause the Company to issue Restricted Shares under the Plan, subject to such restrictions, conditions and other terms as the Committee may determine in addition to those set forth herein.

11.2 Restrictions

At the time a grant of Restricted Shares is made, the Committee shall establish a period of time (the “Restricted Period”) applicable to such Restricted Shares. Each grant of Restricted Shares may be subject to a different Restricted Period. The Committee may, in its sole discretion, at the time a grant is made, prescribe restrictions in addition to or other than the expiration of the Restricted Period, including the satisfaction of corporate or individual performance objectives, which shall be applicable to all or any portion of the Restricted Shares. Except with respect to grants of Restricted Shares intended to qualify as performance-based compensation for purposes of [SECTION OF THE CODE], the

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Committee may also, in its sole discretion, shorten or terminate the Restricted Period or waive any other restrictions applicable to all or a portion of such Restricted Shares. None of the Restricted Shares may be sold, transferred, assigned, pledged or otherwise encumbered or disposed of prior to the date on which such Restricted Shares vest in accordance with Section 11.3.

11.3 Restricted Stock Certificates

The Company shall issue, in the name of each Grantee, stock certificates with proper legends representing the total number of Restricted Shares granted to the Grantee, as soon as reasonably practicable after the Date of Grant. The Secretary of the Company shall hold such certificates, properly endorsed for transfer, after the Grantee's benefit until such time as the Restricted Shares are forfeited to the Company or until the Restricted Shares vest. In lieu of the foregoing, Restricted Shares awarded to a Grantee may be held under the Grantee's name in a book entry account maintained by or on behalf of the Company.

11.4 Rights of Holders of Restricted Shares

Except as otherwise determined by the Committee either at the time Restricted Shares are awarded or at any time thereafter prior to the lapse of the restrictions, holders of Restricted Shares shall not have the right to vote such shares or the right to receive any dividends with respect to such shares. All distributions, if any, received by an employee or consultant with respect to Restricted Shares as a result of any stock split-up, stock distribution, combination of shares, or other similar transaction shall be subject to the restrictions of this Section 11.

11.5 Termination of Employment Relationship

Any Restricted Shares granted pursuant to the Plan shall be forfeited if the Grantee terminates employment with the Company or its subsidiaries for reasons other than death or disability prior to the expiration or termination of the Restricted Period and the satisfaction of any other conditions applicable to such Restricted Shares. Upon such forfeiture, the Secretary of the Company shall either cancel or retain in its treasury the Restricted Shares that are forfeited to the Company. Upon the death of a Grantee prior to his termination of employment, or upon a Grantee's termination of employment as a result of disability, all Restricted Shares previously awarded to such Grantee which have not previously vested shall be forfeited unless the Committee in its sole discretion shall determine otherwise.

11.6 Delivery of Restricted Shares

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Subject to the provisions of this Section, at such time as the Grantee shall become vested in his Restricted Shares, the restrictions applicable to the Restricted Shares shall lapse and a stock certificate for the number of Restricted Shares with respect to which the restrictions have lapsed shall be delivered, free of all such restrictions, to the Grantee or the Grantee's beneficiary or estate, as the case may be.

13. Performance Units and Performance Shares

12.1 Grant of Performance Units/Shares

Subject to the terms of the Plan, Performance Units and Performance Shares may be granted to eligible Employees and Consultants at any time and from time to time, as shall be determined by the Committee, in its sole discretion. The Committee shall have complete discretion in determining the number of Performance Units and Performance Shares granted to each Participant.

12.2 Value of Performance Units/Shares

Each Performance Unit shall have an initial value that is established by the Committee at the time of the grant. Each Performance Share shall have an initial value equal to the Fair Market Value of a Share on the date of grant. The Committee shall set performance goals in its discretion which, depending on the extent to which they are met, will determine the number and/or value of Performance Units/Shares that will be paid out to the Participants. The time period during which the performance goals must be met shall be called a "Performance Period." Performance Periods of Awards granted to Insiders shall, in all cases, exceed [NUMBER] months in length.

12.3 Earning of Performance Units/Shares

After the applicable Performance Period has ended, the holder of Performance Units/Shares shall be entitled to receive a payout of the number of Performance Unit/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance goals have been achieved. Notwithstanding the preceding sentence, after the grant of a Performance Unit/Share, the Committee, in its sole discretion, may waive the achievement of any performance goals for such Performance Unit/Share.

12.4 Form and Timing of Payment of Performance Units/Shares

Payment of earned Performance Units/Shares shall be made in a single lump sum, within [NUMBER] calendar days following the close of the applicable Performance Period. The Committee, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in combination thereof. Prior to the beginning of each Performance Period, Participants may, in the discretion of the Committee, elect to defer the receipt of any Performance Unit/Share payout upon such terms as the Committee shall determine.

12.5 Cancellation of Performance Units/Shares

Subject to the applicable Award Agreement, upon the earlier of (a) the Participant's termination of employment, or (b) the date set forth in the Award Agreement, all remaining Performance Units/Shares shall be forfeited by the Participant to the Company, the Shares subject thereto shall again be available for grant under the Plan.

12.6 Non-transferability

Performance Units/Shares may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further a Participant's rights under the Plan shall be exercisable during the Participant's lifetime only by the Participant or the Participant's legal representative.

14. Non-Transferability of Options and Stock Purchase Rights

Options and Stock Purchase Rights may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Optionee or Purchaser, only by the Optionee or Purchaser.

15. Adjustments Upon Changes in Capitalization, Merger or Other Events

Subject to any required action by the shareholders of the Company, the number of shares of Common Stock covered by each outstanding Option and Stock Purchase Right, and the number of shares of Common Stock which have been authorized for issuance under this Plan but as to which no Options or

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Stock Purchase Rights have yet been granted or which have been returned to this Plan upon cancellation or expiration of an Option or Stock Purchase Right, or repurchase of Shares from a Purchaser or Optionee upon termination of employment or otherwise, as well as the price per share of Common Stock covered by each such outstanding Option or Stock Purchase Right, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock of the Company or the payment of a stock dividend with respect to the Common Stock. Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an Option or Stock Purchase Rights.

In the event of the dissolution or liquidation of the Company, all Options and Stock Purchase Rights will terminate immediately prior to the consummation of such proposed action if not previously exercised. The Board, at its option, may provide for one or more of the following from time to time or in any stock option agreement or stock purchase agreement that, in the event of a Major Event, then (A) all Options and Stock Purchase Rights will be assumed or equivalent options or stock purchase rights will be substituted by such surviving corporation (or other entity) or a parent or subsidiary of such surviving corporation (or other entity), (B) all Options and Stock Purchase Rights will continue in full force and effect, or (C) all Options and Stock Purchase Rights will terminate if not exercised prior to the consummation of the transaction.

The foregoing adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive.

The grant of an Option or Stock Purchase Right pursuant to this Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

16. Time of Grant

The date of grant of an Option or Stock Purchase Right shall, for all purposes, be the date on which the Board makes the determination granting such Option or Stock Purchase Right. Notice of the determination shall be given to each Employee or Consultant to whom an Option or Stock Purchase Right is so granted within a reasonable time after the date of such grant.

17. Amendment and Termination

16.1 Amendment

The Board may amend this Plan from time to time in such respects as the Board may deem advisable; provided that the shareholders of the Company must approve the following amendments or revisions within [NUMBER] months before or after the adoption of such revision or amendment:

- a) any increase in the number of Shares subject to this Plan, other than in connection with an adjustment under Section 14 of this Plan;
- b) any change in the designation of the class of persons eligible to be granted Options (to the extent such modification requires shareholder approval in order for the Plan to satisfy the requirements of [SECTION OF CODE] or to comply with the requirements of [RULE] promulgated under the [ACT]); or
- c) any other revision or amendment if such revision or amendment requires shareholder approval in order for this Plan to satisfy the requirements of [SECTION OF CODE] or to comply with the requirements of [RULE] promulgated under the [ACT] if applicable.

16.2 Shareholder Approval

If any amendment requiring shareholder approval under Section 16(a) of this Plan is made subsequent to the first registration of any class of equity securities by the Company under Section [NUMBER] of the [ACT], such shareholder approval shall be solicited as described in Section 20 of this Plan.

16.3 Suspension and Termination

The Board may suspend or terminate this Plan at any time. No Options or Stock Purchase Rights may be granted while this Plan is suspended or after it is terminated.

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16.4 Effect of Amendment; Termination or Suspension

Any such amendment, termination or suspension of this Plan shall not affect Options or Stock Purchase Rights already granted and such Options or Stock Purchase Rights shall remain in full force and effect as if this Plan had not been amended, terminated or suspended, unless mutually agreed otherwise between the Optionee or Purchaser (as the case may be) and the Company, which agreement must be in writing and signed by the Optionee or Purchaser (as the case may be) and the Company.

18. Conditions Upon Issuance of Shares

Shares shall not be issued pursuant to the exercise of an Option or Stock Purchase Right unless the exercise of such Option or Stock Purchase Right and the issuance and delivery of such Shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, and the requirements of any stock exchange or other stock trading system upon which the Shares may then be listed. As a condition to the exercise of an Option or Stock Purchase Right, the Company may require the person exercising such Option or Stock Purchase Right to make such representations and warranties at the time of any such exercise as the Company may at that time determine, including without limitation, representations and warranties that (i) the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares in violation of applicable federal or state securities laws, and (ii) such person is knowledgeable and experienced in financial and business matters and is capable of evaluating the merits and the risks associated with purchasing the Shares.

19. Reservation of Shares

The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of this Plan. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares under this Plan, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

20. Option, Stock Purchase and Stock Bonus Agreements

Options shall be evidenced by written stock option agreements in such form as the Board shall approve. Upon the exercise of Stock Purchase Rights, the Purchaser shall sign a stock purchase agreement or stock bonus agreement in such form as the Board shall approve.

21. Shareholder Approval

The shareholders of the Company shall have approved this Plan within [NUMBER] months before or after this Plan is adopted. Any shares purchased before shareholder approval is obtained shall be rescinded if shareholder approval is not obtained within [NUMBER] months before or after this Plan is adopted. Such shares shall not be counted in determining whether such approval is obtained.

If the Company registers any class of equity securities pursuant to Section [NUMBER] of the [ACT], any required approval of the shareholders of the Company obtained after such registration shall be solicited substantially in accordance with Section [NUMBER] of the [ACT] and the rules and regulations promulgated there under.

If the Company registers any class of equity securities pursuant to Section [NUMBER] of the [ACT] and if prior to such time either the shareholders of the Company did not approve this Plan or the Company did not solicit shareholder approval substantially in accordance with [NUMBER] of the [ACT] and the rules and regulations promulgated thereunder, then the Company shall take all necessary actions to qualify the Plan under [RULE] promulgated under the [ACT] at or prior to the later of (A) the first annual meeting of shareholders held subsequent to the first registration of any class of equity securities of the Company under Section [NUMBER] of the [ACT] or (B) the granting of an Option hereunder to an officer or director after such registration.

22. Information to Optionees and Purchasers

The Company shall provide annually to each Optionee and Purchaser, during the period that such Optionee or Purchaser has one or more Options or Stock Purchase Rights outstanding, copies of the annual financial statements of the Company.

23. Right of Company to Terminate Employment or Consulting Services

This Plan shall not confer upon any Optionee or holder of a Stock Purchase Right any right with respect to continuation of employment by or the rendition of consulting services to the Company, any of its Subsidiaries or its Parent, nor shall it interfere in any way with his or her right or the Company's, any of

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its Subsidiaries' or its Parent's right to terminate his or her employment or services at any time, with or without cause.

24. Rights of First Refusal and Repurchase

The written agreements evidencing Options or Stock Purchase Rights may contain such provisions as the Board shall determine (or pursuant to a separate agreement) to the effect that if an Optionee or Purchaser elects to sell all or any Shares that the Optionee or Purchaser acquired upon the exercise of an Option or Stock Purchase Right, then any proposed sale of such Shares by such Optionee or Purchaser shall be subject to a right of first refusal in favor of the Company.

The Board may require, at its option, that a stock purchase agreement, stock option agreement, stock bonus agreement, or other agreement pursuant to this Plan grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the Purchaser's employment with the Company for any reason (including death or disability). The repurchase price shall be at the higher of the original purchase price or fair value of the Shares on the date of termination of employment. If the Board so determines, the purchase price for shares repurchased may be paid by cancellation of any indebtedness of the Purchaser to the Company. The repurchase option must be exercised by the Company within [NUMBER] days of termination of employment for cash or cancellation of money indebtedness for the Shares and the right shall terminate when the Company's Common Stock becomes publicly traded. The Board may require such a repurchase right in other events.

Certificates representing shares issued upon exercise of Options or Stock Purchase Rights shall bear a restrictive legend to the effect that the transferability of such shares is subject to the restrictions contained in this Plan and the applicable written agreement between the Optionee or Purchaser and the Company.

25. Withholding

The Company's obligation to deliver shares of Common Stock under this Plan shall be subject to applicable federal, state and local tax withholding requirements. To the extent provided by the terms of the stock option agreement relating to an Option, the Optionee may satisfy any federal, state or local tax withholding obligation relating to the exercise of such Option by any or a combination of the following means: (i) cash payment or wage withholding; (ii) authorizing the Company to withhold from the Shares otherwise issuable to the Optionee upon exercise of the Option the number of Shares having a

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fair market value less than or equal to the amount of the withholding tax obligation; or (iii) delivering to the Company unencumbered shares of Common Stock owned by the Optionee having a fair market value less than or equal to the amount of the withholding tax obligation; provided, however, that with respect to clauses (ii) and (iii) above the Board in its sole discretion may disapprove such payment and require that such taxes be paid in cash.

26. Separability

At a time when the Company has a class of equity securities registered pursuant to Section [NUMBER] of the [ACT], if any of the terms or provisions of this Plan conflict with the requirements of [RULE] promulgated under the [ACT] and/or [SECTION OF CODE], then such terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of [RULE] promulgated under the [ACT], and/or with respect to Incentive Stock Options, [SECTION OF CODE]. The foregoing sentence shall not apply with respect to the requirements of [RULE] promulgated under the [ACT] if the Board has expressly declared that such requirements shall not apply. With respect to Incentive Stock Options, if this Plan does not contain any provision required to be included herein under [SECTION OF CODE], such provision shall be deemed to be incorporated herein with the same force and effect as if such provision had been set out at length herein. To the extent any Option that is intended to qualify as an Incentive Stock Option cannot so qualify, such Option, to that extent, shall be deemed to be a Non-statutory Stock Option for all purposes of this Plan.

27. Non-Exclusivity of this Plan

The adoption of this Plan by the Board shall not be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of stock options and the awarding of stock and cash otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

28. Governing Law

This Plan shall be governed by, and construed in accordance with the laws of the State of [STATE/PROVINCE].

29. Cancellation of and Substitution for Nonstatutory Options

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The Company shall have the right to cancel any Non-statutory Stock Option at any time before it otherwise would have expired by its terms and to grant to the same Optionee in substitution therefore a new Non-statutory Stock Option stating an option price which is lower (but not higher) than the option price stated in the cancelled Option. Any such substituted option shall contain all the terms and conditions of the cancelled Option; provided, however, that such substituted Option shall not be exercisable after the expiration of [NUMBER] years and one day from the date of grant of the cancelled Option.

30. **Market Standoff.**

Unless the Board determines otherwise, each Optionee or Purchaser shall not sell or otherwise transfer any Shares or other securities of the Company during the [NUMBER]-day period following the effective date of a registration statement of the Company filed under the [ACT]; provided, however, that such restriction shall apply only to the first two registration statements of the Company to become effective under the [ACT] which includes securities to be sold on behalf of the Company to the public in an underwritten public offering under the [ACT]. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such [NUMBER]-day period

STOCK OPTION AGREEMENT

THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE [ACT], AS AMENDED.

This Stock Option Agreement (“Agreement”) is made and entered into as of the date of grant set forth below (the “Date of Grant”)

BETWEEN: [COMPANY NAME] (the “Company”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [OPTIONEE NAME] (the “Optionee”), an individual with his main address at:

Capitalized terms not defined herein shall have the meaning ascribed to them in the Company’s [Year of Plan] Stock Option & Incentive Plan (the “Plan”).

Total Option Shares:

Exercise Price Per Share:

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Date of Grant:

First Vesting Date:

Expiration Date for Exercise of Options:

Type of Stock Option:

(Check one):

Incentive Stock Option

Statutory Stock Option

1. Grant of Option

The Company hereby grants to Optionee an option (the "Option") to purchase the total number of shares of Common Stock of the Company set forth above (the "Shares") at the Exercise Price Per Share set forth above (the "Exercise Price"), subject to all of the terms and conditions of this Agreement and the Plan. If designated as an Incentive Stock Option above, the Option is intended to qualify as an "incentive stock option" ("ISO") within the meaning of Section [number] of the [CODE], as amended (the "Code"). Only Employees of the Company shall receive ISOs.

2. Exercise Price

The Exercise Price, is not less than the fair market value per share of Common Stock on the date of grant, as determined by the Board; provided, however, in the event Optionee is an Employee and owns stock representing more than [%] of the total combined voting power of all classes of stock of the Company or of its Parent or Subsidiary corporations immediately before this Option is granted, said exercise price is not less than one hundred ten percent [%] of the fair market value per share of Common Stock on the date of grant as determined by the Board.

3. Exercise of Option

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This Option shall be exercisable during its term in accordance with the provisions of [PLAN] as follows:

a. Vesting

- i. This Option shall not become exercisable as to any of the number of the Shares as follows (check one):

Four Year Vesting:

Until the date that is [NUMBER] year from the date of grant of the Option (the "Anniversary Date"). On the Anniversary Date, this Option may be exercised to the extent of [%] of the Shares. Upon the expiration of each calendar month from the Anniversary Date, this Option may be exercised to the extent of the product of (a) the total number of Shares set forth at the beginning of this Agreement and (b) the fraction the numerator of which is [NUMBER] and the denominator of which is [NUMBER] (the "Monthly Vesting Amount"), plus the shares as to which the right to exercise the Option has previously accrued but has not been exercised; provided, however, that notwithstanding any of the above, the [%] exercisable on the Anniversary Date and the Monthly Vesting Amount with respect to any calendar month shall become exercisable only if the Employee was an employee of the Company or any Subsidiary of the Company as of the Anniversary Date and the last day of such month, respectively. Any time that the Optionee is on leave or is absent from performing services for the Company shall not be counted towards the vesting provided herein.

Alternate Vesting Schedule: As follows:

- ii. This Option may not be exercised for a fraction of a Share.
- iii. In the event of Optionee's death, disability or other termination of employment, the exercisability of the Option is governed by Sections 7, 8 and 9 below, subject to the limitations contained in subsection 3(i)(d).

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- iv. In no event may this Option be exercised after the date of expiration of the term of this Option as set forth in Section 11 below.

- b. Method of Exercise

This Option shall be exercisable by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by Optionee and shall be delivered in person or by certified mail to the President, Secretary or Chief Financial Officer of the Company. The written notice shall be accompanied by payment of the exercise price.

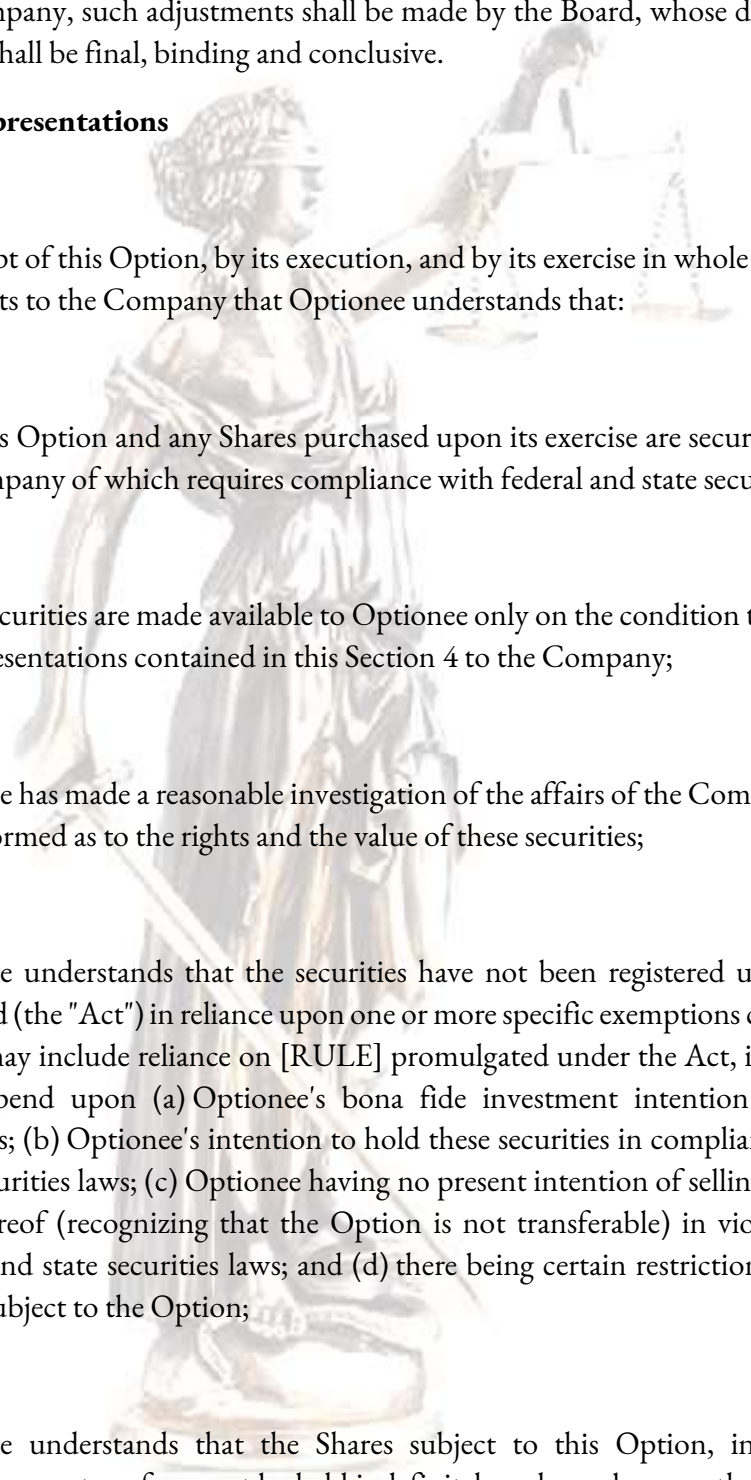
No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

- c. Adjustments, Merger, etc. The number and class of the Shares and/or the exercise price specified above are subject to appropriate adjustment in the event of changes in the capital stock of the Company by reason of stock dividends, split-ups or combinations of shares, reclassifications, mergers, consolidations, reorganizations or liquidations. Subject to any required action of the shareholders of the Company, if the Company shall be the surviving corporation in any merger or consolidation, this Option (to the extent that it is still outstanding) shall pertain to and apply to the securities to which a holder of the same number of shares of Common Stock that are then subject to this Option would have been entitled. A dissolution or liquidation of the Company, or a merger or consolidation in which the Company is not the surviving corporation, will cause this Option to terminate, unless the agreement or merger or consolidation shall otherwise provide, provided that the Optionee shall, if the Board expressly authorizes, in such event have the right immediately

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prior to such dissolution or liquidation, or merger or consolidation, to exercise this Option in whole or part. To the extent that the foregoing adjustments relate to stock or securities of the Company, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive.

4. Optionee's Representations

- 
- a. By receipt of this Option, by its execution, and by its exercise in whole or in part, Optionee represents to the Company that Optionee understands that:
 - b. Both this Option and any Shares purchased upon its exercise are securities, the issuance by the Company of which requires compliance with federal and state securities laws;
 - c. These securities are made available to Optionee only on the condition that Optionee makes the representations contained in this Section 4 to the Company;
 - d. Optionee has made a reasonable investigation of the affairs of the Company sufficient to be well informed as to the rights and the value of these securities;
 - e. Optionee understands that the securities have not been registered under the [ACT], as amended (the "Act") in reliance upon one or more specific exemptions contained in the Act, which may include reliance on [RULE] promulgated under the Act, if available, or which may depend upon (a) Optionee's bona fide investment intention in acquiring these securities; (b) Optionee's intention to hold these securities in compliance with federal and state securities laws; (c) Optionee having no present intention of selling or transferring any part thereof (recognizing that the Option is not transferable) in violation of applicable federal and state securities laws; and (d) there being certain restrictions on transfer of the Shares subject to the Option;
 - f. Optionee understands that the Shares subject to this Option, in addition to other restrictions on transfer, must be held indefinitely unless subsequently registered under the Act, or unless an exemption from registration is available; that [RULE], the usual exemption

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from registration, is only available after the satisfaction of certain holding periods and in the presence of a public market for the Shares; that there is no certainty that a public market for the Shares will exist, and that otherwise it will be necessary that the Shares be sold pursuant to another exemption from registration which may be difficult to satisfy; and

- g. Optionee understands that the certificate representing the Shares will bear a legend prohibiting their transfer in the absence of their registration or the opinion of counsel for the Company that registration is not required, and a legend prohibiting their transfer in compliance with applicable state securities laws unless otherwise exempted.

5. Method of Payment

Payment of the purchase price shall be made by cash, check or, in the sole discretion of the Board at the time of exercise, promissory notes or other Shares of Common Stock having a fair market value on the date of surrender equal to the aggregate purchase price of the Shares being purchased.

6. Restrictions on Exercise

This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such Shares would constitute a violation of any applicable law or regulation. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

7. Termination of Status as an Employee

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In the event of termination of Optionee's Continuous Status as an Employee for any reason other than death or disability, Optionee may, but only within [NUMBER] days after the date of such termination (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent that Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise this Option at the date of such termination, or if Optionee does not exercise this Option within the time specified herein, this Option shall terminate.

8. Disability of Optionee

In the event of termination of Optionee's Continuous Status as an Employee as a result of Optionee's disability, Optionee may, but only within [NUMBER] months from the date of termination of employment (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination; provided, however that if the disability is not total and permanent and the Optionee exercises the option within the period provided above but more than three months after the date of termination, this Option shall automatically be deemed to be a Non-statutory Stock Option and not an Incentive Stock Option; and provided, further, that if the disability is total and permanent then the Optionee may, but only within [NUMBER] year from the date of termination of employment (but in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise this Option at the date of termination, or if Optionee does not exercise such Option within the time periods specified herein, this Option shall terminate.

9. Death of Optionee

In the event of the death of Optionee:

- e. During the term of this Option while an Employee of the Company and having been in Continuous Status as an Employee since the date of grant of this Option, this Option may be exercised, at any time within [NUMBER] year following the date of death (but, in case of an Incentive Stock Option, in no event later than the date of expiration of this Option as set forth in Section 11 below), by Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that had accrued at the time of death of the Optionee. To the extent that such Employee was not entitled to exercise the Option at the date of

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death, or if such Employee, estate or other person does not exercise such Option (which such Employee, estate or person was entitled to exercise) within the [NUMBER] years time period specified herein, the Option shall terminate; or

- f. During the [NUMBER] day period specified in Section 7 or the [NUMBER] year period specified in Section 8, after the termination of Optionee's Continuous Status as an Employee, this Option may be exercised, at any time within [NUMBER] year following the date of death (but, in the case of an Incentive Stock Option, in no event later than the date of expiration of the term of this Option as set forth in Section 11 below), by Optionee's estate or by a person who acquired the right to exercise this Option by bequest or inheritance, but only to the extent of the right to exercise that had accrued at the date of termination. To the extent that such Employee was not entitled to exercise this Option at the date of death, or if such Employee, estate or other person does not exercise such Option (which such Employee, estate or person was entitled to exercise) within the [NUMBER] year time period specified herein, this Option shall terminate.

10. Non-Transferability of Option

This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee, only by Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of Optionee.

11. Term of Option

This Option may not be exercised more than [Number of years] years from the date of grant of this Option, and may be exercised during such term only in accordance with the Plan and terms of this Option; provided, however, that the term of this option, if it is a Non-statutory Stock Option, may be extended for the period set forth in Section 9(a) or Section 9(b) in the circumstances set forth in such Sections.

12. Early Disposition of Stock; Taxation Upon Exercise of Option

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If Optionee is an Employee and the Option qualifies as an ISO, Optionee understands that, if Optionee disposes of any Shares received under this Option within [NUMBER] years after the date of this Agreement or within [NUMBER] year after such Shares were transferred to Optionee, Optionee will be treated for federal income tax purposes as having received ordinary income at the time of such disposition in any amount generally measured as the difference between the price paid for the Shares and the lower of the fair market value of the Shares at the date of exercise or the fair market value of the Shares at the of disposition. Any gain recognized on such premature sale of the Shares in excess of the amount treated as ordinary income will be characterized as capital gain. Optionee hereby agrees to notify the Company in writing within [NUMBER] days after the date of any such disposition. Optionee understands that if Optionee disposes of such Shares at any time after the expiration of such two-year and one-year holding periods, any gain on such sale will be treated as long-term capital gain laws subject to meeting various qualifications. If Optionee is a Consultant or this is a Non-statutory Stock Option, Optionee understands that, upon exercise of this Option, Optionee will recognize income for tax purposes in an amount equal to the excess of the then fair market value of the Shares over the exercise price. Upon a resale of such shares by the Optionee, any difference between the sale price and the fair market value of the Shares on the date of exercise of the Option will be treated as capital gain or loss. Optionee understands that the Company will be required to withhold tax from Optionee's current compensation in some of the circumstances described above; to the extent that Optionee's current compensation is insufficient to satisfy the withholding tax liability, the Company may require the Optionee to make a cash payment to cover such liability as a condition to exercise of this Option.

13. Tax Consequences

The Optionee understands that any of the foregoing references to taxation are based on federal income tax laws and regulations now in effect, and may not be applicable to the Optionee under certain circumstances. The Optionee may also have adverse tax consequences under state or local law. The Optionee has reviewed with the Optionee's own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Optionee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Optionee understands that the Optionee (and not the Company) shall be responsible for the Optionee's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

14. Severability; Construction

In the event that any provision in this Option shall be invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Option. This Option shall be construed as to its fair meaning and not for or against either party.

15. Damages

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The parties agree that any violation of this Option (other than a default in the payment of money) cannot be compensated for by damages, and any aggrieved party shall have the right, and is hereby granted the privilege, of obtaining specific performance of this Option in any court of competent jurisdiction in the event of any breach hereunder.

16. Governing Law

This Option shall be deemed to be made under and governed by and construed in accordance with the laws of the State of [State]. Jurisdiction for any disputes hereunder shall be solely in [City], [State].

17. Delay

No delay or failure on the part of the Company or the Optionee in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

18. Restrictions

Notwithstanding anything herein to the contrary, Optionee understands and agrees that Optionee shall not dispose of any of the Shares, whether by sale, exchange, assignment, transfer, gift, devise, bequest, mortgage, pledge, encumbrance or otherwise, except in accordance with the terms and conditions of this Section 18, and Optionee shall not take or omit any action which will impair the absolute and unrestricted right, power, authority and capacity of Optionee to sell Shares in accordance with the terms and conditions hereof.

Any purported transfer of Shares by Optionee that violates any provision of this Section 18 shall be wholly void and ineffectual and shall give to the Company or its designee the right to purchase from Optionee all but not less than all of the Shares then owned by Optionee for a period of [NUMBER] days from the date the Company first learns of the purported transfer at the Agreement Price and on the Agreement Terms. If the Shares are not purchased by the Company or its designee, the purported transfer thereof shall remain void and ineffectual and they shall continue to be subject to this Agreement.

The Company shall not cause or permit the transfer of any Shares to be made on its books except in accordance with the terms hereof.

a. 1) Permitted Transfers

- i. Optionee may sell, assign or transfer any Shares held by the Optionee but only by complying with the provisions of subsection (b)(1) of this Section 18.
- ii. Optionee may sell, assign or transfer any Shares held by the Optionee without complying with the provisions of subsection (b)(1) by obtaining the prior written consent of the Company's shareholders owning [%] of the then issued and outstanding shares of the Company's Common Stock (determined on a fully diluted basis) or a majority of the members of the Board of Directors of the Company, provided that the transferee agrees in writing to be bound by the provisions of this Option and the transfer is made in accordance with any other restrictions or conditions contained in the written consent and in accordance with applicable federal and state securities laws.
- iii. Upon the death of Optionee, Shares held by the Optionee may be transferred to the personal representative of the Optionee's estate without complying with the provisions of subsection (b)(1). Shares so transferred shall be subject to the other provisions of this Option, including in particular subsection (b)(2).

a. 2) No Pledge

Unless a majority of the members of the Board of Directors consent, Shares may not be pledged, mortgaged or otherwise encumbered to secure indebtedness for money borrowed or any other obligation for which the Optionee is primarily or secondarily liable.

a. 3) Stock Certificate Legend

Each stock certificate for Shares issued to the Optionee shall have conspicuously written, printed, typed or stamped upon the face thereof, or upon the reverse thereof with a conspicuous reference on the face thereof, one or both of the following legend:

- v. THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED IN THE ABSENCE OF REGISTRATION THEREUNDER OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT. SUCH SHARES MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, OR

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OTHERWISE DISPOSED OF IN ANY MANNER EXCEPT IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE STOCK OPTION AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. UNLESS A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS CONSENT, SUCH STOCK OPTION AGREEMENT PROHIBITS ANY PLEDGE, MORTGAGE OR OTHER ENCUMBRANCE OF SUCH SHARES TO SECURE ANY OBLIGATION OF THE HOLDER HEREOF. EVERY CREDITOR OF THE HOLDER HEREOF AND ANY PERSON ACQUIRING OR PURPORTING TO ACQUIRE THIS CERTIFICATE OR THE SHARES HEREBY EVIDENCED OR ANY INTEREST THEREIN IS HEREBY NOTIFIED OF THE EXISTENCE OF SUCH STOCK OPTION AGREEMENT, AND ANY ACQUISITION OR PURPORTED ACQUISITION OF THIS CERTIFICATE OR THE SHARES HEREBY EVIDENCED OR ANY INTEREST THEREIN SHALL BE SUBJECT TO ALL RIGHTS AND OBLIGATIONS OF THE PARTIES TO SUCH STOCK OPTION AGREEMENT AS THEREIN SET FORTH.

- vi. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

b. 1) Sales of Shares

- v. **Company's Right of First Refusal.** In the event that the Optionee shall desire to sell, assign or transfer any Shares held by the Optionee to any other person (the "Offered Shares") and shall be in receipt of a bona fide offer to purchase the Offered Shares ("Offer"), the following procedure shall apply. The Optionee shall give to the Company written notice containing the terms and conditions of the Offer, including, but not limited to (a) the number of Offered Shares; (b) the price per Share; (c) the method of payment; and (d) the name(s) of the proposed purchaser(s).

An offer shall not be deemed bona fide unless the Optionee has informed the prospective purchaser of the Optionee's obligation under this Option and the prospective purchaser has agreed to become a party

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hereunder and to be bound hereby. The Company is entitled to take such steps as it reasonably may deem necessary to determine the validity and bona fide nature of the Offer.

Until [NUMBER] days after such notice is given, the Company or its designee shall have the right to purchase all of the Offered Shares at the price offered by the prospective purchaser and specified in such notice. Such purchase shall be on the Agreement Terms, as defined in subsection (b)(4).

- vi. Failure of Company or its Designee to Purchase Offered Shares. If all of the Offered Shares are not purchased by the Company and/or its designee within the [NUMBER]-day period granted for such purchases, then any remaining Offered Shares may be sold, assigned or transferred pursuant to the Offer; provided, that the Offered Shares are so transferred within [NUMBER] days of the expiration of the [NUMBER]-day period to the person or persons named in, and under the terms and conditions of, the bona fide Offer described in the notice to the Company; and provided further, that such persons agree to execute and deliver to the Company a written agreement, in form and content satisfactory to the Company, agreeing to be bound by the terms and conditions of this Option.

b. 2) Manner of Exercise

Any right to purchase hereunder shall be exercised by giving written notice of election to the Optionee, the Optionee's personal representative or any other selling person, as the case may be, prior to the expiration of such right to purchase.

b. 3) Agreement Price

The "Agreement Price" shall be the higher of (A) the fair market value of the Shares to be purchased determined in good faith by the Board of Directors of the Company and (B) the original exercise price of the Shares to be purchased.

b. 4) Agreement Terms

"Agreement Terms" shall mean and include the following:

- v. Delivery of Shares and Closing Date. At the closing, the Optionee, the Optionee's personal representative or such other selling person, as the case may be, shall deliver certificates representing the Shares, properly endorsed for transfer, and with the necessary documentary and transfer tax stamps, if any, affixed, to the purchaser of such Shares. Payment of the purchase price therefore shall concurrently be made to the Optionee, the Optionee's personal representative or such other selling person, as provided in subsection (ii) of this subsection (b)(4). Such delivery and payment shall be made at the principal office of the Company or at such other place as the parties mutually agree.

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- vi. Payment of Purchase Price. The Company shall pay the purchase price to the Optionee at the closing.

b. 5) Right to Purchase Upon Certain Other Events

The Company or its designee shall have the right to purchase all, but not less than all, of the Shares held by the Optionee at the Agreement Price and on the Agreement Terms for a period of [NUMBER] days after any of the following events:

- xi. an attempt by a creditor to levy upon or sell any of the Optionee's Shares;
- xii. the filing of a petition by the Optionee under the [COUNTRY] Bankruptcy Code or any insolvency laws;
- xiii. the filing of a petition against Optionee under any insolvency or bankruptcy laws by any creditor of the Optionee if such petition is not dismissed within [NUMBER] days of filing;
- xiv. the entry of a decree of divorce between the Optionee and the Optionee's spouse; or
- xv. If Optionee is an employee of the Company, upon the termination of Optionee's services as an employee.

The Optionee shall provide the Company written notice of the occurrence of any such event within [NUMBER] days of such event.

c. 1) Termination

The provisions of this Section 18 shall terminate and all rights of each such party hereunder shall cease except for those which shall have theretofore accrued upon the occurrence of any of the following events:

- xiii. cessation of the Company's business;
- xiv. bankruptcy, receivership or dissolution of the Company;
- xv. ownership of all of the issued and outstanding shares of the Company by a single shareholder of the Company;
- xvi. written consent or agreement of the shareholders of the Company holding 50% of the then issued and outstanding shares of the Company;
- xvii. consent or agreement of a majority of the members of the Board of Directors of the Company; or

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- xviii. registration of any class of equity securities of the Company pursuant to Section [NUMBER] of the [ACT], as amended.

c. 2) Amendment

This Section 18 may be modified or amended in whole or in part by a written instrument signed by shareholders of the Company holding [%] of the outstanding shares of Common Stock or a majority of the members of the Board of Directors of the Company.

19. Market Standoff

Unless the Board of Directors otherwise consents, Optionee agrees hereby not to sell or otherwise transfer any Shares or other securities of the Company during the [NUMBER]-day period following the effective date of a registration statement of the Company filed under the Act; provided, however, that such restriction shall apply only to the first two registration statements of the Company to become effective under the Act which includes securities to be sold on behalf of the Company to the public in an underwritten public offering under the Act. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such [NUMBER]-day period.

20. Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other prior or contemporaneous agreements and understandings both oral or written; subject, however, that in the event of any conflict between this Agreement and the Plan, the Plan shall govern. This Agreement may only be amended in a writing signed by the Company and the Optionee.

21. Privileges of Stock Ownership

Participant shall not have any of the rights of a shareholder with respect to any Shares until Optionee exercises the Option and pay the Exercise Price.

22. Notices

Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated above or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: personal delivery; [NUMBER] days after deposit in the [COUNTRY] mail by certified or registered mail (return

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receipt requested); [NUMBER] business day after deposit with any return receipt express courier (prepaid); or [NUMBER] business day after transmission by fax.

DATE OF GRANT: [DATE]

[NAME OF CORPORATION]

NAME AND TITLE

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO SECTION 3 HEREOF IS EARNED ONLY BY CONTINUING SERVICE AS AN EMPLOYEE OR CONSULTANT AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION, THE COMPANY'S PLAN WHICH IS INCORPORATED HEREIN BY REFERENCE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE OR CONSULTANT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S EMPLOYMENT OR CONSULTING RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

Optionee acknowledges receipt of a copy of the Plan, represents that Optionee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of this Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or of the Committee upon any questions arising under the Plan.

Dated: [DATE]

OPTIONEE



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CONSENT OF SPOUSE

The undersigned spouse of the Optionee to the foregoing Stock Option Agreement acknowledges on his or her own behalf that: I have read the foregoing Stock Option Agreement and I know its contents. I hereby consent to and approve of the provisions of the Stock Option Agreement, and agree that the Shares issued upon exercise of the options covered thereby and my interest in them are subject to the provisions of the Stock Option Agreement and that I will take no action at any time to hinder operation of the Stock Option Agreement on those Shares or my interest in them.

NAME OF SPOUSE

[Address], [City], [State], [Zip]

(SEAL)



CONFIDENTIALITY AGREEMENTS AUTHOR/PUBLISHER NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and effective the [Date]

BETWEEN: [AUTHOR NAME] (the "Author"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PUBLISHER NAME] (the "Publisher"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS the Author has developed a proprietary system which the Publisher desires to have demonstrated by the Author;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Demonstration

In order to explore the possibility of a future collaboration between the Author and the Publisher regarding the system, the Author shall demonstrate the system to the Publisher on the Publisher's computer equipment located at the Publisher's main office. A demonstration of the system will take place for one day only and will require the loading of the system into the Publisher's computer. The Publisher acknowledges that the system is being demonstrated to the Publisher and being loaded into the Publisher's computer equipment solely for demonstration purposes. The Publisher acknowledges that the system is a proprietary product of the Author.

2. Proprietary Rights

All applicable rights to patents, copyrights, trademarks and trade secrets of the system are retained exclusively by the Author, and the Publisher shall acquire no rights or interests in the system by virtue of the demonstration of the system. The Publisher acknowledges that the confidentiality of the system, including the algorithms, is essential to the business of the Author. The Publisher hereby agrees not to disclose to any person whatsoever at any time during or after the demonstration of the system any aspect of the system, including the algorithms contained therein, or to permit any person whatsoever to examine or make copies of any listings, files, object code, source code or other information regarding or generated by the system which come into the Publisher's possession or under the Publisher's control by reason of the demonstration of the system. The Publisher acknowledges that disclosure of any information regarding the system will give rise to irreparable injury to the Author, inadequately compensable in damages. Accordingly, the Publisher hereby consents to obtaining by the Author of

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injunctive relief against the breach or threatened breach of the undertakings of the Publisher contained herein.

3. Confidentiality

At the conclusion of the demonstration of the system, the publisher shall, and hereby agrees to, erase or destroy copies of the system, any portions thereof, or any information generated thereby, whether such be in electronic, magnetic, printed or other form. The Publisher further agrees that it will not copy or permit to be copied any system backup routine or similar routines of the system. The Publisher further agrees to take such steps as may be necessary or appropriate to maintain the confidentiality of the system during such time as the system may be evident on the Publisher's computer equipment or otherwise in the control of the Publisher or its employees, in a manner at least as secure as the Publisher maintains its own most confidential information and data.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AUTHOR

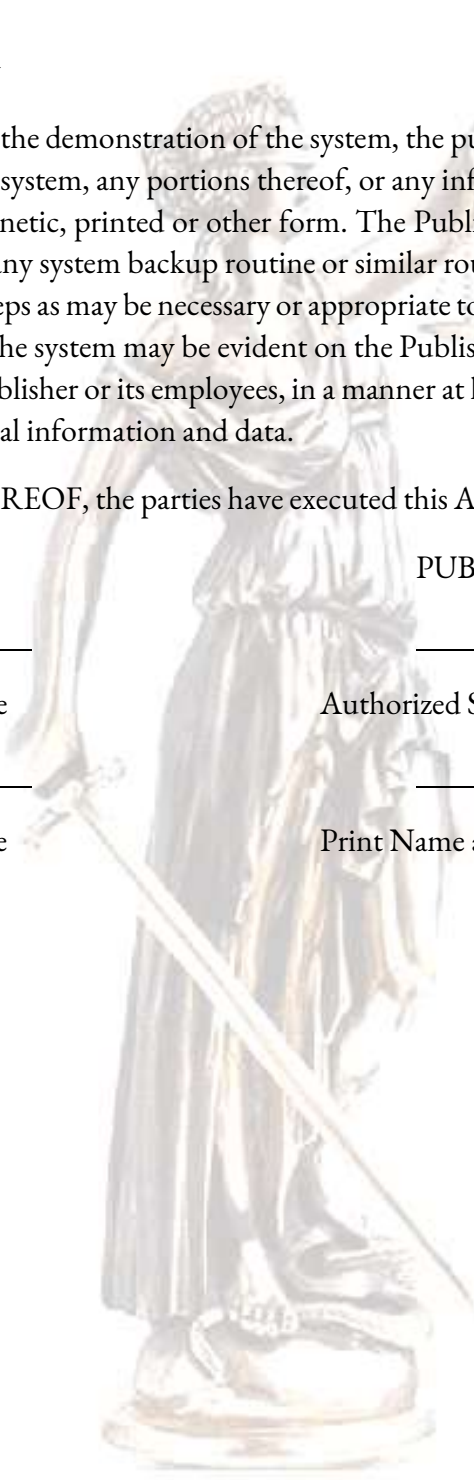
PUBLISHER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the [Date]

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SIGNATOR NAME] (the "Signator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

1. Length of Agreement

This Agreement begins retroactively to the beginning of Signator's relationship with Company and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in a separate written agreement signed and dated by all parties.

2. Representation and Warranties

Signator represents and warrants that their relationship with Company will not cause or require it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, company or entity. Further, Signator acknowledges that a condition of this relationship is that it has not brought and will not bring or use in the performance of its duties at Company any proprietary or confidential information, whether or not in writing, of a former employer without that employer's written authorization. Breach of this condition results in automatic termination of the relationship as of the time of breach. Except as may be noted on the back of the signature page hereof, there are no inventions of Signator heretofore made or conceived by Signator that Signator deems to be excluded from the scope of this Agreement, and Signator hereby releases Company from any and all claims by the Signator by reason of any use by Company of any invention heretofore made or conceived by Signator.

3. Confidentiality

- a. Signator hereby acknowledges that Company has made, or may make, available to Signator certain customer lists, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information

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of, or licensed to, the Company or its clients/customers (“Customers”), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the “Confidential Material”).

- b. Signator acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to Signator’s obligation under this Agreement, Signator shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to Signator’s obligations pursuant to their relationship with the Company, Signator shall not make any duplication or other copy of the Confidential Material.
- c. Signator shall not remove Confidential Material or proprietary property or documents without written authorization. Immediately upon request from Company, Signator shall return to Company all Confidential Material or proprietary property or documents. Signator shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Signator further promises and agrees not solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Company’s Confidentiality Material.

4. Proprietary Information

- a. For the purpose of this Agreement, “Proprietary Information” shall include, but not limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of Company, its affiliates or related entities.
- b. All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Signator during the term of the relationship with the Company or the [time] period immediately following termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed promptly by Signator

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- to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Proprietary Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company's materials, tools, instruments, or (e) on Company's premises or otherwise.
- c. Signator shall comply with any reasonable rules established from time to time by Company for the protection of the confidentiality of any Proprietary Information. Signator irrevocably appoints the President and all Vice Presidents of the Company to act as Signator's agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Proprietary Information assigned by Signator to Company under this Agreement if (a) Signator refuses to perform those acts, or (b) is unavailable, within the meaning of any applicable laws. Signator acknowledges that the grant of the foregoing power of attorney is coupled with an interest and shall survive the death or disability of Signator.
 - d. Signator shall promptly and fully disclose to Company, in confidence (a) all Proprietary Information that Signator creates, conceives or reduces to practice in writing either alone or with others during the term of this Agreement, and (b) all patent applications and copyright registrations filed by Signator within one year after termination of this Agreement, including but not limited to materials and methodologies involved.
 - e. Any application for a patent, copyright registration or similar right filed by Signator within one year after termination of this Agreement shall be presumed to relate to Proprietary Information created by Signator during the term of this Agreement, unless Signator can prove otherwise with reasonable certainty.
 - f. Nothing contained in this Agreement shall be construed to preclude Company from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to Company under this Agreement. Company, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or any copyright registration on such Proprietary Information, may decide to maintain such Proprietary Information as secret and confidential, or may decide to abandon such Proprietary Information, or dedicate it to the public. Signator shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to Company under this Agreement.

5. Works for Hire

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- a. Signator acknowledges that all works of authorship performed for Company are subject to Company's direction and control and that such works constitute a work for hire pursuant to [law].
- b. All Propriety Information developed, created, invented, devised, conceived or discovered by Signator that is subject to copyright are explicitly considered by Signator and Company to be "works made for hire" and the property of Company.
- c. **Assignment.** Company shall own as its sole and exclusive property, and Signator agrees to assign, transfer, and convey and or its authorized nominees all of his or her right, title and interest in and to any and all said "ideas" that related generally to Company's business, including but not limited to any inventions, processes, improvements, ideas, copyrightable works of art, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that Signator may make, conceive, or reduce to practice, whether solely or jointly with others, copyrightable, patentable or unpatentable, from the date of this Agreement or the date of first employment with Company if earlier, until the termination of Signator's employment.
- d. Signator is not required to assign any invention where no Company equipment, supplies, facilities or trade secret information was used and that was developed entirely on Signator's own time and: that does not relate to Company's business or to Company's actual demonstrably anticipated research or development or; that does not result from work performed for Company.
- e. Signator hereby assigns to Company all releases and discharges Company, any affiliate of Company and their respective officers, directors and employees, from and against any and all claims, demands, liabilities, costs, and expenses of Signator arising out of, or relating to, any Propriety Information.

6. Execution of Instruments

- a. During employment by Company, upon request and without compensation other than as herein provided but at no expense to Signator, Signator shall execute any documents and take any action Company may deem necessary or appropriate to effectuate the provisions of this Agreement, including without limitation assisting Company in obtaining and/or maintaining patents, copyrights or similar rights to any Proprietary Information assigned to Company.
- b. Signator further agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of employment for any reason by the Company, but if Signator is called upon for such assistance after termination of employment, Signator is

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entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Company.

7. Patent Application

- a. Company agrees to pay all expenses in connection with the preparation and prosecution of patent applications in the [Country] and all foreign countries wherein Company may desire to obtain patents.
- b. Company agrees to pay Signator a cash award of [specify] upon execution by Signator of application for [country] Letters Patent for such invention or improvement and issuance of a patent on said application, together with an assignment thereof to Company.
- c. Excepted from this Agreement are inventions or improvements relating to Company business made by Signator before commencement of this employment by Company which are:
 - i. embodied in the [country] Letters Patent or an application for [country] Letters Patent filed prior to commencement of this employment; or
 - ii. in the possession of a former Company who owns the invention; or
 - iii. set forth in an attachment hereto.

8. Non-Compete

Signator agrees not to engage in any activity that is competitive with any activity of Company during the course of their relationship and for a period of [Specify] after termination of the Agreement. For purposes of this paragraph, competitive activity encompasses forming or making plans to form a business entity that may be deemed to be competitive with any business of Company. This does not prevent Signator from seeking or obtaining employment or other forms of business relationships with a competitor after termination of employment with Company so long as such competitor was in existence prior to the termination of relationship with Company and Signator was in no way involved with the organization or formation of such competitor.

9. Business Opportunities

During the terms of this Agreement, if Signator becomes aware of any project, investment, venture, business or other opportunity (any of the preceding, collectively referred to as an "Opportunity") that is similar to, competitive with, related to, or in the same field as Company, or any project, investment, venture, or business of Company, then Signator shall so notify Company immediately in writing of such

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Opportunity and shall use Signator's good-faith efforts to cause Company to have the opportunity to explore, invest in, participate in, or otherwise become affiliated with such Opportunity.

10. No Ownership

Neither Signator nor any of their agents or principals shall become or be deemed an owner, partner, joint venture or agent of or with Company or any of its affiliates or related companies or businesses by reason of this Agreement or his/her relationship with Company unless set forth in a separate written agreement signed and dated by the parties. Neither Company nor Signator nor any agent, Signator, officer or independent contractor of or retained by Signator shall have any authority to bind the other in any respect unless set forth in a separate written agreement signed and dated by the parties.

11. Solicitation of Employees

Signator agrees that he/she will not, either during the period of this Agreement, or for a period of [number] year after this Agreement has terminated, solicit any of Company's employees for a competing business or otherwise induce or attempt to induce such employees to terminate their employment with Company.

12. Soliciting Customers After Termination of Agreement

For a period of [time], following the termination of the relationship with the Company, Signator shall not, directly or indirectly, make known to any person, firm or corporation the names or addresses of any of the customers of Company or any other information pertaining to them, or call on, solicit, take away, or attempt to call on, solicit, or take away any customer of Company on whom Signator called or with whom Signator became acquainted during the time of this Agreement, for either itself or for any other person, firm, or corporation.

13. Injunctive Relief

Signator hereby acknowledges (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that Company will suffer irreparable harm if Signator breaches any of said protections or provisions, and (3) that monetary damages will be inadequate to compensate Company for such breach. Therefore, if Signator breaches any of such provisions, then Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

14. Continuing Effects

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Signator's obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above, and said obligation shall be binding upon Signator's spouse, affiliates, assigns, heirs, executors, administrators, or other legal representatives.

15. Subsidiaries And Parents

For the purposes of this Agreement, the term "Company" shall also be deemed to include any affiliated organization that owns fifty percent (50%) or more of the voting stock, whether or not Signator is directly employed by such other organization.

16. Non-Filing

Signator specifically agrees that Company's rights granted hereunder shall include the right not to file for copyrights or domestic or foreign patents when such is considered by Company in its sole discretion appropriate for the business objectives of Company.

17. Notice to Signator

This Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Company was used and that was developed entirely on Signator's own time and:

- a. That does not relate (1) to Company's business or (2) to the actual or anticipated research or development work of Company; or
- b. That does not result from any work performed by Signator or Company. The burden of proof is on the Signator with respect to the exceptions of this Paragraph.

18. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

19. Severable Provisions

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

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20. Attorneys' Fees

In the event any litigation, arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorneys' fees, costs, and expenses. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

21. Modifications

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

22. Prior Understandings

This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

23. Waiver

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

24. Drafting Ambiguities

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

25. Jurisdiction and Venue

This Agreement is to be construed pursuant to Laws of the State of [state/province]. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of [state/province].

26. Receipt of Copy

Signator hereby acknowledges that it has received a signed copy of this Agreement.

COMPANY

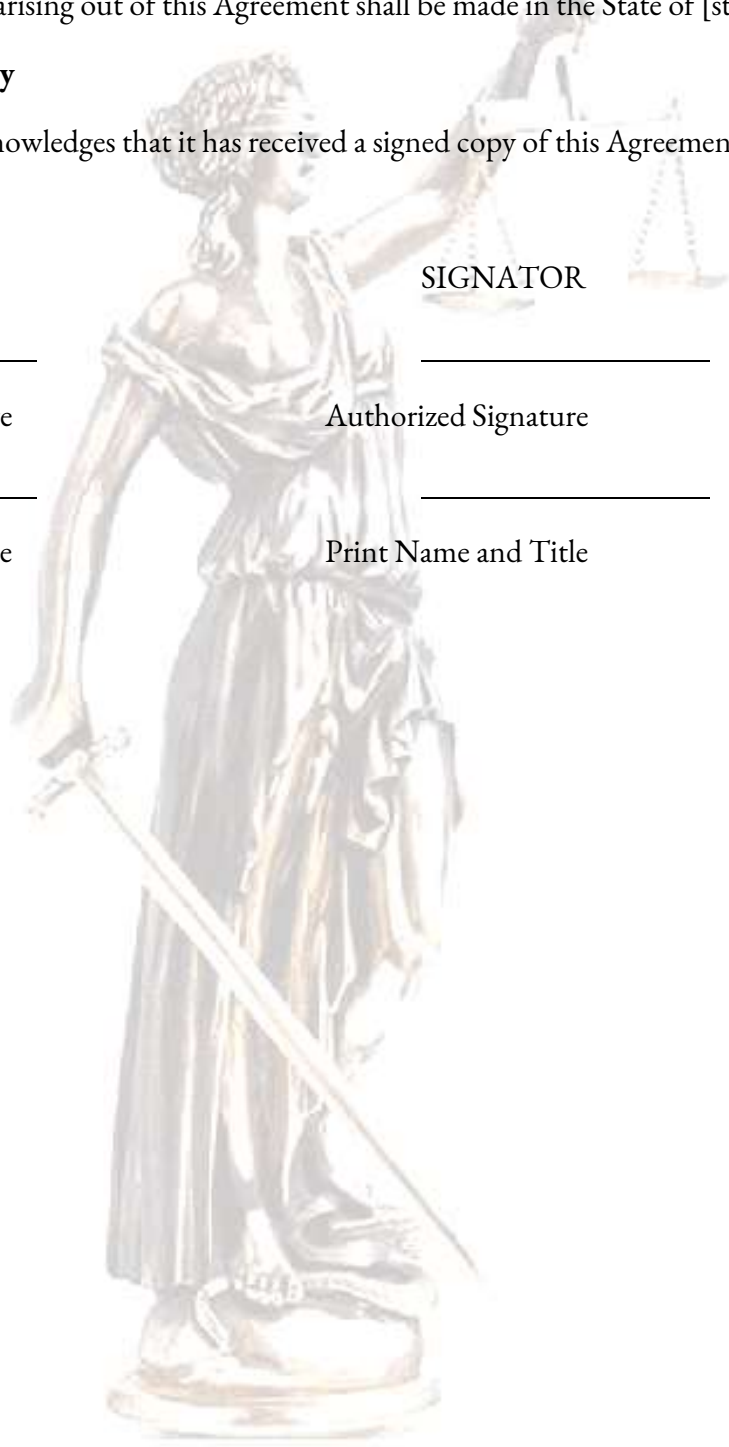
SIGNATOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OBJECTION MY LORD

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the [DATE],

BETWEEN: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [RECIPIENT NAME] (the "Recipient"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

WHEREAS, Recipient has requested information from Owner in connection with consideration of a possible transaction or relationship between Recipient and Owner.

WHEREAS, in the course of consideration of the possible transaction or relationship, Owner may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Owner and its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Owner to Recipient of certain information.

1. Confidential Information

Owner proposes to disclose certain of its confidential and proprietary information (the Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other

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media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

For purposes of this Agreement, the term "Recipient" shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal, and other advisors.

2. Exclusions

Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient's possession prior to its being furnished to Recipient under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Owner; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Owner; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.

3. Recipient's Obligations

- a. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.
- b. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within [NUMBER] days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by

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Recipient. Recipient shall provide a written certificate to Owner regarding destruction within [NUMBER] days thereafter.

4. Term

The obligations of Recipient herein shall be effective [Non-Disclosure Period] from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. Confidentiality

Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in Articles 6 and 7 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indemnify Owner against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Owner as a result of a breach of this Agreement by Recipient or its Representatives.

6. Permitted Disclosures

Recipient may disclose Owner's Confidential Information to Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Owner and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

7. Required Disclosures

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Recipient may disclose Owner's Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Owner a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

8. Use

Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Owner and shall not in any way use the Confidential Information to the detriment of Owner.

9. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

10. Other Information

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until [NUMBER] days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

11. Return of Documents

If Recipient does not proceed with the possible transaction with Owner, Recipient shall notify Owner of that decision and shall, at that time or at any time upon the request of Owner for any reason, return

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to Owner any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Owner. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.

12. No Additional Agreements

Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Owner to enter into any other agreement with Recipient or prohibit Owner from providing the same or similar information to other parties and entering into agreements with other parties. Owner reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Owner and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Owner and Recipient.

13. Irreparable Harm

Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Owner irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Owner shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Owner shall deem appropriate. Such right of Owner is to be in addition to the remedies otherwise available to Owner at law or in equity.

14. No Publicity

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

15. Governing Law and Equitable Relief

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This Agreement shall be governed and construed in accordance with the laws of the [country of Governing Law] and the State of [State/province of Governing Law] and Recipient consents to the exclusive jurisdiction of the state courts and federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

16. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

17. Survival

This Agreement shall continue in full force and effect at all times.

18. Successors and Assigns

This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

19. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Owner:

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[Owner]

[Owner's Address]

If to Recipient:

[Recipient]

[Recipient's Address]

21. No Implied Waiver

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

22. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

23. Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.

24. Counterparts and Right

This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of Recipient represents that he or she has the right and power to execute this Agreement.

25. Entire Agreement

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This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Owner may have under trade secret, copyright, patent or other laws that may be available to Owner. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER

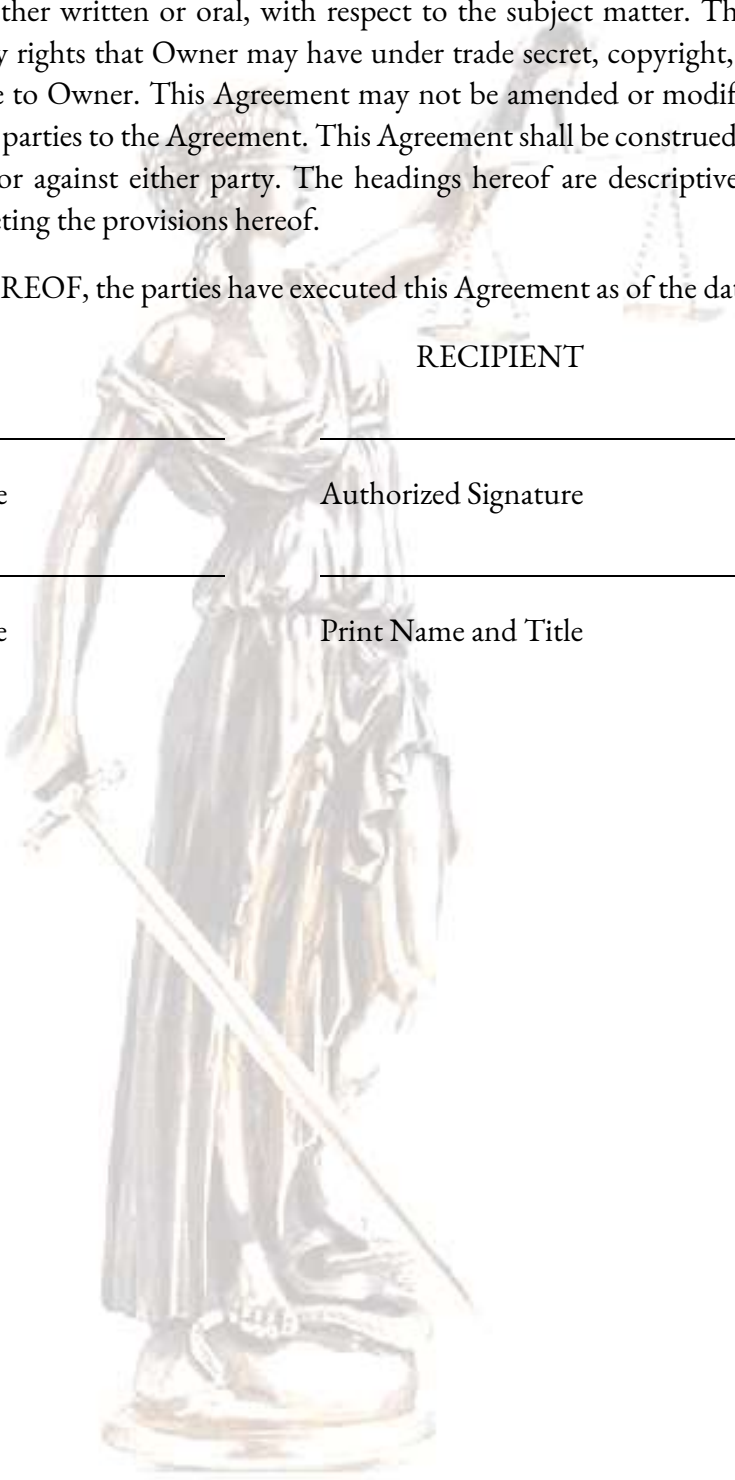
RECIPIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CUSTOMER CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and effective the [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CUSTOMER NAME] (the "Customer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. Functional Documentation

In order to provide Customer an opportunity to review the Company's System as a potential system for automation of its functions, the Company will deliver substantial functional documentation including a functional overview, screen layouts, report layouts and other associated documentation.

2. Confidential Information

The Company considers these materials to be confidential and proprietary. Therefore, as a prerequisite to delivery, the Customer acknowledges that (1) the materials will be retained on its premises at the above address, and will not be moved without the express written consent of Company, (2) it will use reasonable means, not less than that used to protect its own proprietary information, to safeguard the materials; (3) it will not show or otherwise disclose any portion of the materials or their contents to anyone other than its employees in connection with its review of the System as a potential system for automation of its functions; in particular, it will not show or otherwise disclose the contents to independent contractors or consultants; (4) it will make no copies of the materials, and (5) it will return all materials upon the completion of its review, or promptly upon the Company's written request.

IN WITNESS WHEREOF, Company and Customer have executed this agreement at [designate place of execution] on [date].

COMPANY

CUSTOMER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

NON-DISCLOSURE AGREEMENT BETWEEN [DISCLOSING PARTY] AND [RECEIVING PARTY]

This Non-Disclosure Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [DISCLOSING PARTY NAME] (the "Disclosing Party"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [RECEIVING PARTY NAME] (the "Receiving Party"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Receiving Party has been or will be engaged in the performance of work on [DESCRIBE]; and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, Receiving Party and Disclosing Party wish to evidence by this Agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Both Parties understand and agree that each Party may have access to the confidential information of the other party. For the purposes of this Agreement, "Confidential Information" means proprietary and confidential information about the Disclosing Party's (or its suppliers') business or activities. Such information includes all business, financial, technical, and other information marked or designated by such Party as "confidential" or "proprietary." Confidential Information also includes information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. For the purposes of this Agreement, Confidential Information does not include:

- A. Information that is currently in the public domain or that enters the public domain after the signing of this Agreement.
- B. Information a Party lawfully receives from a third Party without restriction on disclosure and without breach of a non-disclosure obligation.
- C. Information that the Receiving Party knew prior to receiving any Confidential Information from the Disclosing Party.
- D. Information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.

OBJECTION MY LORD

Each Party agrees that it will not disclose to any third Party or use any Confidential Information disclosed to it by the other Party except when expressly permitted in writing by the other Party. Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control.

2. TERM

The term of this Agreement is [number] of [years/months] from the date of execution by both Parties.

3. TITLE

The Receiving Party agrees that all Confidential Information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party.

4. DISCLAIMER

Nothing contained in this Agreement or in any Confidential Information constitutes any express or implied warranty of any kind. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed. Neither this Agreement nor any Confidential Information shall create, nor shall be deemed to create, a legally binding or enforceable Agreement or offer to enter into any business relationship.

5. NO LICENSE GRANTED

Neither Party grants to the other any license, by implication or otherwise, to use any Confidential Information except as expressly provided in this Agreement.

6. Copies

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

7. Unauthorized Use

Receiving Party shall promptly advise Disclosing Party in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Receiving Party Personnel or former Receiving Party Personnel.

8. Injunctive Relief

Receiving Party acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this Agreement will cause Disclosing Party irreparable damage, and that Disclosing

ISAAC CHRISTOPHER LUBOGO

Party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

9. Modifications

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

10. Prior Understandings

This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

11. Waiver

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

12. COMPLIANCE WITH Law

The Receiving Party agrees to abide by all federal, state, and local laws, ordinances and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DISCLOSING PARTY

RECEIVING PARTY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

VISITOR'S NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is made and effective the [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [VISITOR NAME] (the "Visitor"), an individual affiliated to [COMPANY NAME] a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. ACCESS TO CONFIDENTIAL INFORMATION

The Visitor understands that he/she may be given access to confidential information belonging to the Company through his/her relationship with the Company or as a result of his/her access to the Company's premises.

2. NATURE OF CONFIDENTIAL INFORMATION

The Visitor understands and acknowledges that the Company's trade secrets consist of information and materials that are valuable and not generally known by the Company's competitors. The Company's trade secrets include:

- a. Any and all information concerning the Company's current, future or proposed products, including, but not limited to, unpublished computer code (both source code and object code), drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.
- b. Information and materials relating to the Company's purchasing, accounting and marketing; including, but not limited to, marketing plans, sales data, unpublished promotional material, cost and pricing information and customer lists.
- c. Information of the type described above which the Company obtained from another party and which the Company treats as confidential, whether or not owned or developed by the Company.

3. VISITOR'S OBLIGATIONS

In consideration of being admitted to the Company's facilities, The Visitor agrees to hold in the strictest confidence any trade secrets or confidential information which is disclosed to him/her. The Visitor agrees not to remove any document, equipment or other materials from the premises without the

Company's written permission. The Visitor will not photograph or otherwise record any information to which he/she may have access during the visit.

4. BINDING AGREEMENT

This Agreement is binding on the Visitor, his/her heirs, executors, administrators and assigns; and inures to the benefit of the Company, its successors and assigns.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Company and the Visitor with respect to its subject matter. It supersedes all earlier representations and understandings, whether oral or written.

IN WITNESS WHEREOF, Company and Customer have executed this agreement at [designate place of execution] on [date].

COMPANY

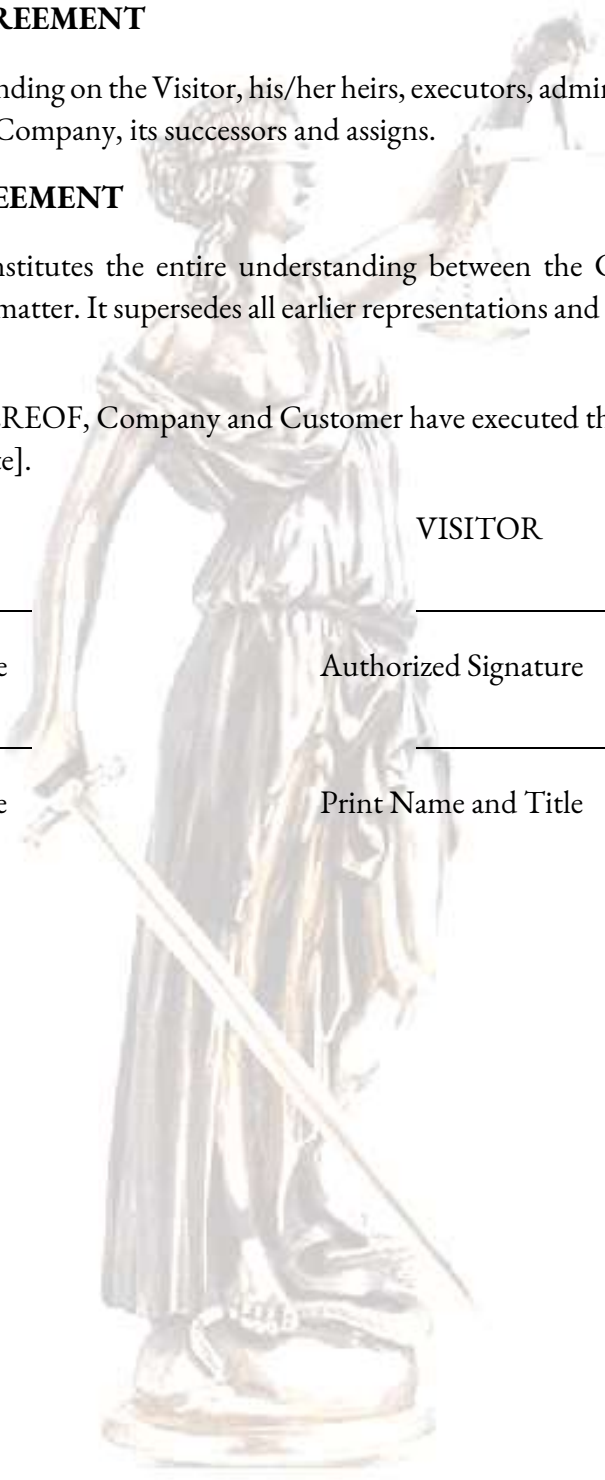
VISITOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CONTRACTS AND CONSULTANTS

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR

This Acknowledgment of Independent Contractor (the "Agreement") is made and effective this [Date],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CONTRACTOR NAME] (the "Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the Contractor, hereby acknowledges that it has been retained by the Company, for purposes of:

[DeSCRIBE]

In consideration of the foregoing, the Company agrees to pay the undersigned payment as follows:

[DeSCRIBE amount and method of payment]

1. TERMS

- a. The undersigned shall be deemed an independent contractor and is not an employee, partner, agent, or engaged in a joint venture with Company.
- b. Consistent with the foregoing, the Company shall not deduct withholding taxes, FICA or any other taxes required to be deducted by an employer as I acknowledge my responsibility to pay same as an independent contractor.
- c. I further acknowledge that I shall not be entitled to any fringe benefits, pension, retirement, profit sharing or any other benefits accruing to employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY

CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement Between Owner and Contractor (the "Agreement") effective [DATE],

BETWEEN: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CONTRACTOR NAME] (the "Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOR PROVIDED

The Contractor agrees to provide all of the material and labor required to perform the following work for:

[Describe work to be Performed]

as shown by the drawing(s) and described in the specifications prepared by [NAME] and provided by the Owner, which are identified by the signatures of the parties to this agreement and which form a part of this agreement.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

2. PAYMENT

The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of [AMOUNT], in the following manner:

[Describe Method and Timing of Payment]

3. COMPLETION OF THE WORK

The Contractor agrees that the various portions of the above-described work shall be completed on or before the following dates:

[Insert Dates]

and the entire above-described work shall be completed no later than the [DATE].

4. MODIFICATIONS TO THE WORK

All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

5. ACCESS

The Owner, Owner's representative and public authorities shall at all times have access to the work.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

7. INSURANCE COVERAGE

The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

8. DELAYS

In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner;

the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

9. INDEMNIFICATION

In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the Owner the sum of [AMOUNT] per [DAY/WEEK/MONTH] as liquidated damages until such time as the work is completed.

10. NO ASSIGNMENT

Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

11. GOVERNING LAW

This agreement shall be interpreted under laws of the State of [STATE/PROVINCE].

12. ATTORNEY'S FEES

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER

CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is made and effective this [Date],

BETWEEN: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at

1.

WHEREAS, Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES TO CLIENT

The Company shall provide the following ("Services") to Client:

[Describe]

2. PAYMENT AND INVOICING TERMS

2.1 Payment for Services

The Company will be paid as follows: [Describe]

2.2 Reimbursable Costs

Client shall reimburse the Company all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs"). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and all costs associated with travel. All extraordinary travel expenses must receive Client's approval. The Company shall provide to Client substantiation of Reimbursable Costs incurred.

2.3 Invoicing

Invoices will be submitted monthly by the Company for payment by Client. Payment is due upon receipt and is past due [NUMBER] business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within [NUMBER] calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of [%] per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

2.4 Taxes

All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any such amount payable by Client the monetary sum equal to any and all current and future applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than taxes based on the Company's net income). If Client does not pay such taxes, the Company may make such payments and Client will reimburse the Company for those payments. Client will hold the Company harmless for any payments made by Client pursuant to this Section 2.4.

3. CHANGES

Client may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

4. STANDARD OF CARE

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed or software developed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5. LIABILITY

5.1 Limitation

The Company's liability, including but not limited to Client's claims of contributions and indemnification related to third party claims arising out of services rendered by the Company, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the lesser of (i) [Amount] or (ii) payment received by the Company from Client for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. Client agrees to limit the Company's liability to Client and any other third party for any damage on account of any error, omission or negligence to a sum not to exceed the lesser of (i) [Amount] or (ii) the payment received by the Company for the particular service provided giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which the Company may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

5.2 Remedy

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for the Company, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which the Company is at fault, or (ii) return to Client the fees paid by Client to the Company for the particular service provided that gives rise to the claim, subject to the limitation contained in Section 5.1. Client agrees that it will not allege that this remedy fails its essential purpose.

5.3 Survival

Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

6. MISCELLANEOUS

6.1 Insecurity and Adequate Assurances

If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Client may partially or totally suspend its performance while awaiting assurances, without liability to Client.

6.2 Severability

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver

Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor

The Company is an independent contractor of Client.

6.5 Notices. Client shall give the Company written notice within [NUMBER] days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against the Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Company with respect hereto. If Client fails to give such notice to the Company with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within [HOURS] and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to the Company:

[Describe]

If to Client:

[Describe]

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment

The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes

The Company and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless the Company and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.8 Section Headings

Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.9 Representations; Counterparts

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.10 Residuals

Nothing in this Agreement or elsewhere will prohibit or limit the Company's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with this Agreement. The Company and Client shall each have the right to use all data collected or generated under this Agreement.

6.11 Non-solicitation of Employees

During and for [NUMBER] year after the term of this Agreement, Client will not solicit the employment of, or employ the Company's personnel, without the Company's prior written consent.

6.12 Cooperation

Client will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that the Company's performance is dependent on Client's timely and effective cooperation with the Company. Accordingly, Client acknowledges that any delay by Client may result in the Company being released from an obligation or scheduled deadline or in Client having to pay extra fees for the Company's agreement to meet a specific obligation or deadline despite the delay.

6.13 Governing Law and Construction

This Agreement will be governed by and construed in accordance with the laws of California, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of [state/province] (ii) hereby consents to the jurisdiction of the courts of the State of [state/province] and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

6.14 Entire Agreement; Survival

This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

6.15 Force Majeure

The Company shall not be responsible for delays or failures (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.16 Use By Third Parties

Work performed by the Company pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Client and the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

AGREEMENT FOR WORK CHANGE

This Agreement for Work Change (the "Agreement") is made and effective this [Date],

BETWEEN: [HIRER NAME] (the "Hirer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CONTRACTOR NAME] (the "Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree to modify contract signed on [Date] as follows:

1. TERMS

The Hirer authorizes and the Contractor agrees to make the following work changes to the above dated contract:

[DETAIL WORK CHANGES]

There is no additional charge for the above changes.

OR

The agreed additional charge for the above changes is [AMOUNT].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HIRER

CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

AGREEMENT WITH ACCOUNTANT

This Agreement With Accountant (the "Agreement") is made and effective this [Date],

BETWEEN: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ACCOUNTANT NAME] (the "Accountant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. Parties to This Agreement

The Client, in order to properly conduct its business, employs the Accountant. The Accountant is duly licensed by the laws of this state and engaged in the business of providing independent accounting services and assistance to clients.

2. Services to be Provided

During the length of this contract, the Accountant shall serve the Client and perform any and all services in accounting and tax matters as the Client requires in connection with the Client's business including the preparation of accounting statements, tax reports and returns. The Accountant will also provide supervisory and advisory services to the Client when requested.

3. Payments to Accountant

The Client agrees to pay the Accountant for services at the following rates:

[Describe rate of compensation]

4. When Payments Are Due

The Accountant shall bill the Client on a regular basis for services rendered which bills will be due and payable upon receipt.

5. Term of Agreement

This agreement shall become effective [DATE] and shall continue in effect until [DATE] or until terminated in accordance with this agreement.

6. Termination of this Agreement

This agreement may be terminated by either party on [NUMBER] days notice to the other party. All such notices shall be by certified mail or delivered personally.

7. Entire Agreement

This contract expresses the entire agreement between the Client and the Accountant regarding this matter. This agreement can only be modified with another written agreement signed by both the Client and the Accountant. This agreement shall be binding upon both the Client and the Accountant and their respective heirs, legal representatives and successors in interest.

8. Legal Fees

If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

9. Governing Law

This agreement shall be interpreted according to the laws of the State of [STATE/PROVINCE].

10. Independent Contractors

Both the Accountant and the Client agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Accountant is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Accountant.

11. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT

ACCOUNTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



BACKGROUND CHECK PERMISSION

This Background Check Permission Agreement (the "Agreement") is made and effective this [Date],

BETWEEN: [PROSPECTIVE EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In connection with my application to render services to the Company, I hereby agree as follows:

1. GENERAL CONSENT TO BACKGROUND INVESTIGATION

As a condition of Company's consideration of my application to render services, I give permission to company to investigate my personal and employment history. I understand that this background investigation will include, but not be limited to, verification of all information given by me to the Company.

2. CONSENT TO CONTACT PAST EMPLOYERS AND COMPANIES

I specifically give permission to Company to contact all of my prior employers and companies I have provided services to for references. I further give permission to all current or previous employers and/or managers or supervisors to discuss my relevant personal and employment history with Company, consent to the release of such information orally or in writing, and hereby release them from all liability and agree not to sue them for defamation or other claims based upon any statements they make to any representative of Company. I further waive all rights I may have under law to receive a copy of any written statement provided by any of my former employers or companies I have provided services to Company. I further agree to indemnify all past employers or companies I have provided services to for any liability they may incur because of their reliance upon this Agreement.

3. Consent To Contact Government Agencies

I further give permission to the Company to receive a copy of any information obtained in the file of any federal, state, or local court, or governmental agency concerning or relating to me. I further consent to the release of such information and waive any right under law concerning notification of the request for a release of such information. In the event a law does not provide for Company to have access to information, I hereby delegate the Company as my agent for the receipt of information. I understand that the scope of this investigation will be limited as required by applicable law.

4. Cooperation with Investigation

I agree to fully cooperate in Company's background investigation, and to sign any waivers or releases that may be necessary or desirable to obtain access to relevant information. In the event that any former

employer or other company or federal, state, or local governmental agency will not release reference information or criminal history information directly to the Company, I agree to personally request such information to the extent permitted by law.

5. Miscellaneous

This Agreement represents the entire understanding and agreement relating to its subject matter. Company shall be entitled fully to rely on this Agreement. I understand that I have no guarantee of being hired to provide services to the Company and that the Company may determine not to engage me for any lawful reason.

COMPANY

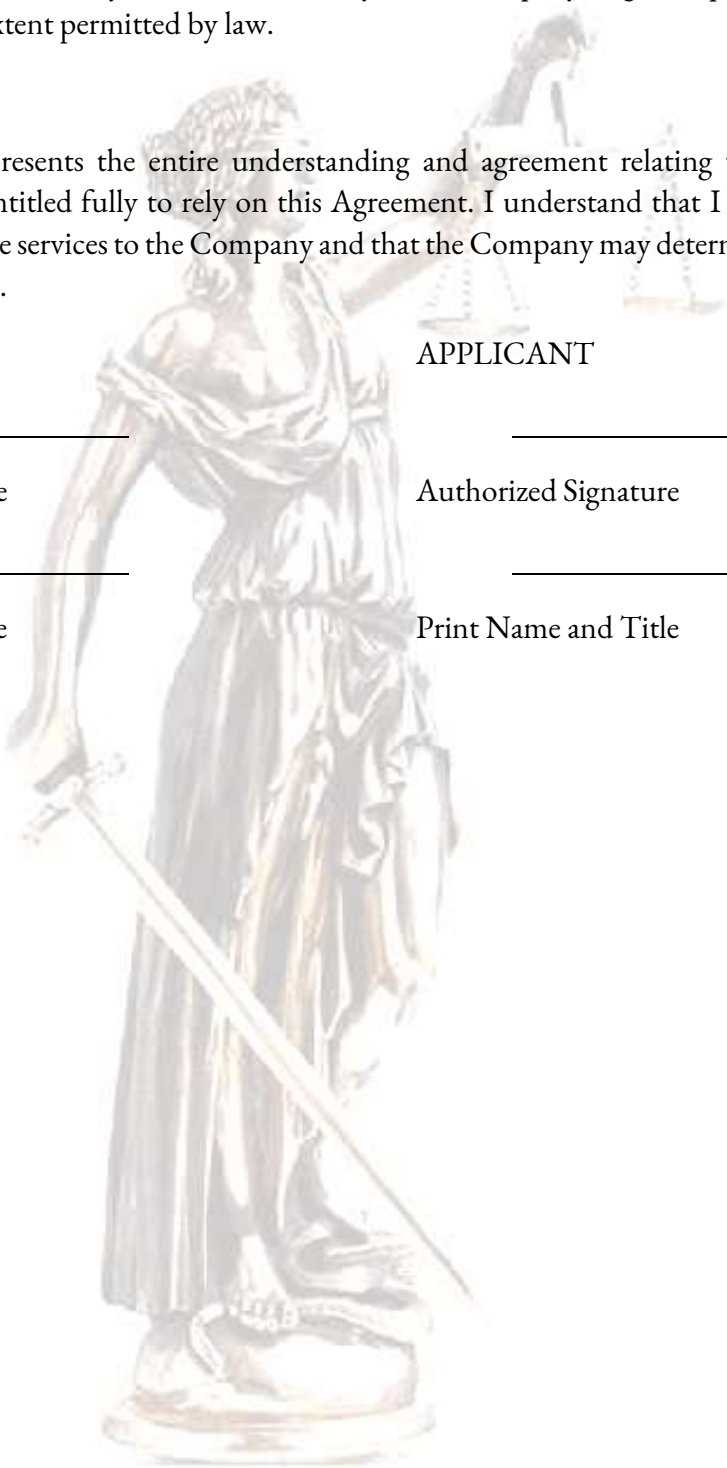
APPLICANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CHECKLIST FOR OUTSOURCING AGREEMENTS

This checklist will help you ensure that you included all relevant clause in an outsourcing agreement. Please ask your lawyer to review any agreement or contract before signing it.

Definition of the relationship, goals and objectives of both parties

- Exclusive of other vendors
- Protect market position of customer

Scope of services to be provided

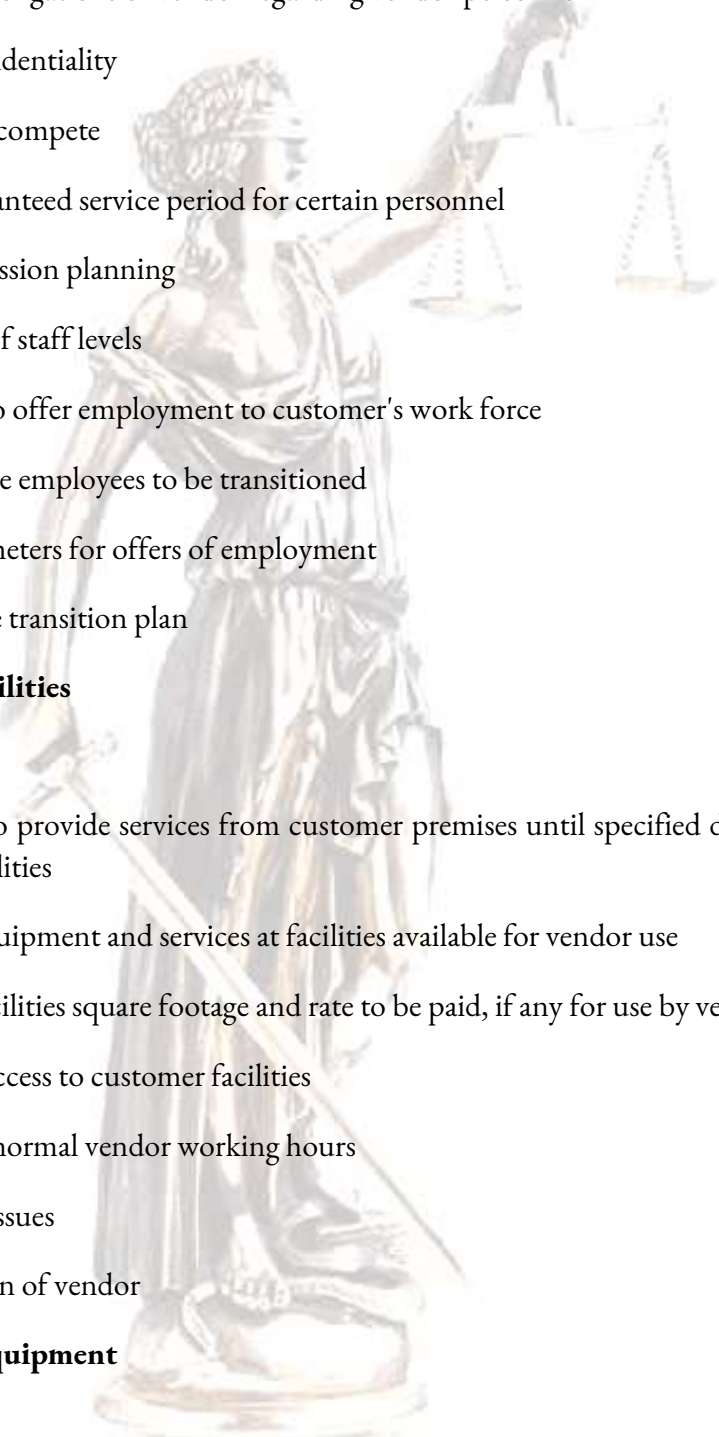
- Define services and deliverables to be provided to customer by vendor
- Define services excluded
- Define service levels (i.e., performance standards) and remedies
- Provide for modification of service levels from initial levels upon execution after conversion to vendor operations
- Provide for milestones and project schedules (time phased, person loaded)
- Scope of vendor's authority

Term of agreement

- Renewal periods
- Automatic renewal

Personnel

- Staffing requirements
 - On customer site/off customer site
 - Vendor right to change personnel

- 
- Customer right to approve personnel
 - Specific obligations of vendor regarding vendor personnel
 - Confidentiality
 - Non-compete
 - Guaranteed service period for certain personnel
 - Succession planning
 - Mix of staff levels
 - Vendor to offer employment to customer's work force
 - Define employees to be transitioned
 - Parameters for offers of employment
 - Employee transition plan

Use of customer facilities

- Vendor to provide services from customer premises until specified date for conversion to other facilities
- List of equipment and services at facilities available for vendor use
- List of facilities square footage and rate to be paid, if any for use by vendor
- Vendor access to customer facilities
- 24 hour/normal vendor working hours
- Security issues
- Relocation of vendor

Customer owned equipment

- Purchase of equipment owned by customer used to perform the services

- List of equipment/depreciated value
- Disposition of equipment subject to capital leases
- Obligation of customer to provide or acquire certain equipment

Customer leased equipment

- Vendor permitted to use equipment leased by customer to perform the services
- Customer to terminate or assign leases for the leased equipment
- Customer to exercise option to purchase equipment under terminated lease and sell to vendor at cost


Data Processing services

- For customer owned intellectual property
 - Customer grants vendor license to use customer owned intellectual property for term of the agreement or until conversion of services using other intellectual property, if contemplated by parties
 - Assignment to vendor of licenses for non-customer owned intellectual property to be used to provide services
 - Termination of licenses for intellectual property not required by vendor to perform services
 - Obligation for integration, new products
 - Cost of correction of processing errors

Vendor intellectual property

- License to use/included as part of services
- License with respect to termination
 - Bankruptcy issues
 - Substantive license issues (scope of use, updates, warranties, etc.)

Third party services

- 
- Customer to assign agreements for third party services to vendor
 - Vendor responsible for cost of third party services
 - Vendor to have the right to replace third party services with its own services or services of a third party of its choice

Management of projects and other services

- Appointment of project managers by vendor and customer to be principal liaisons between parties
- Respective roles of parties (e.g., establishing priorities)
- Management planning
- Acceptance testing of vendor deliverables

Customer responsibilities

- Establish priorities
- Delivery of data
- Training
- Forms/documents/supplies/consumables

Confidentiality obligations

- Customer business information/data
- Vendor business information
- Intellectual property of either party or its licensor

Customer data

- Security
- Right of customer to obtain data at any time
- Back-up procedures

Procedures to change scope of services

- Customer right to change priority or scope of vendor's services/effect on rights and obligations of both parties
- Procedures for requesting changes to vendor's services
- Different performance standards for changes

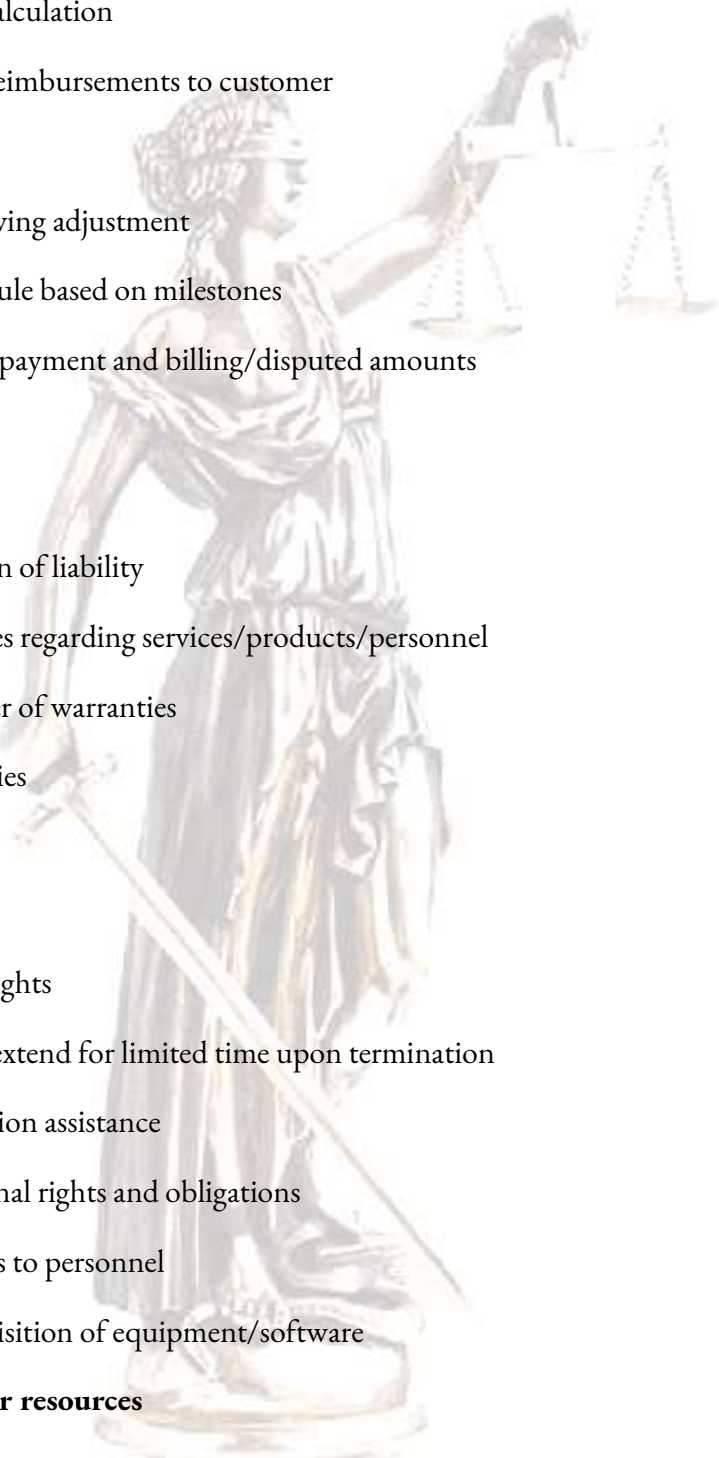
Conversion services

- Development of a plan to convert from customer's procedures to vendor's procedures to provide services
- Rights and obligations related to performance standards
- Software or processing modifications
 - Scope
 - Approval by customer
 - Vendor obligations for updates, legal and regulatory changes

Training

- Training for customer personnel
 - Full training/"train the trainer"
 - Daily/hourly

Fee structure

- 
- Fixed time/time based fee/volume based fee
 - Basis of calculation
 - Credits/reimbursements to customer
 - Expenses
 - Cost of living adjustment
 - Fee schedule based on milestones
 - Late fees/payment and billing/disputed amounts

Liability issues

- Limitation of liability
- Warranties regarding services/products/personnel
- Disclaimer of warranties
- Indemnities

Termination

- Specific rights
- Right to extend for limited time upon termination
- Termination assistance
- Transitional rights and obligations
 - Offers to personnel
 - Acquisition of equipment/software

Sharing of computer resources

- Use of resources other than customer purposes

Use by customer (if less than a full outsourcing)

Dispute resolution

Assignment

Insurance requirements

Independent contractor status

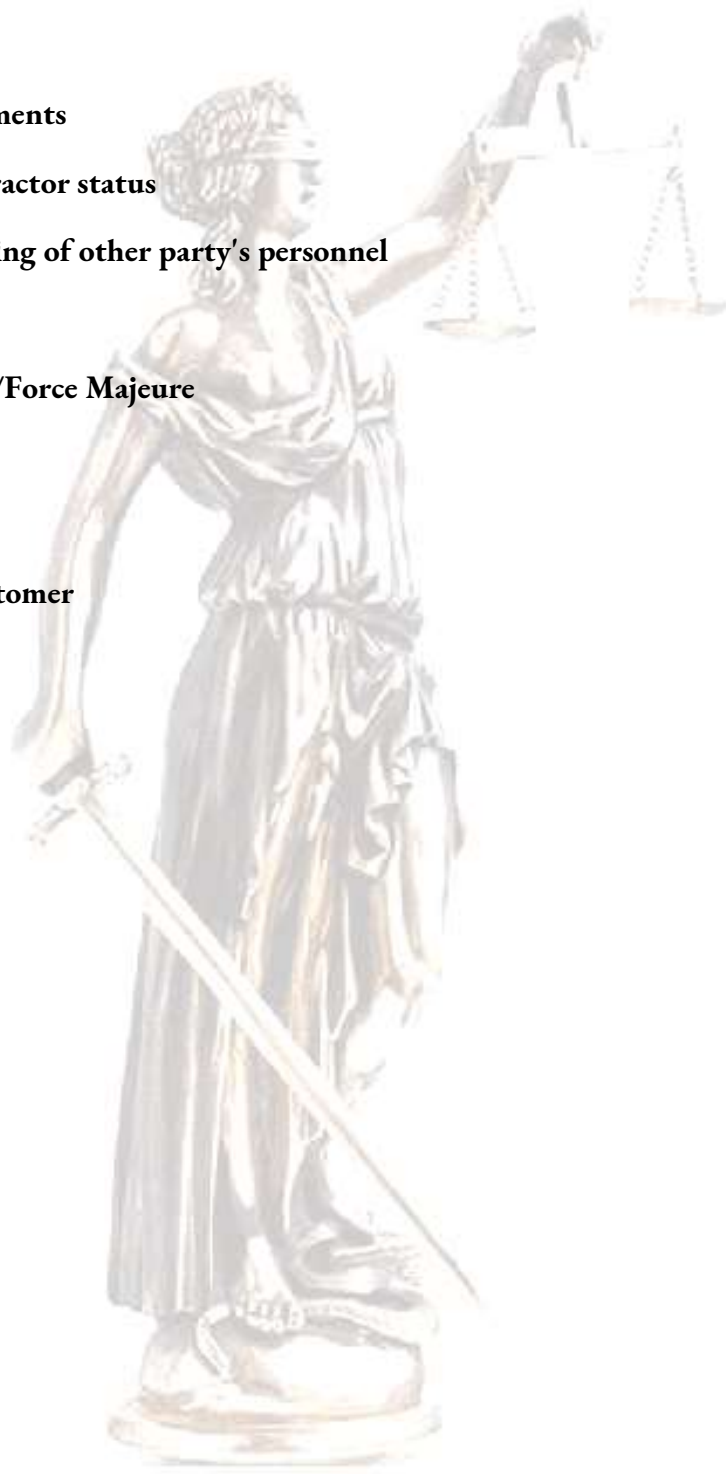
Restriction on hiring of other party's personnel

Taxes

Disaster Recovery/Force Majeure

Audit issues

Most Favored Customer



CHECKLIST TEMPORARY HELP AGENCY SCREENING

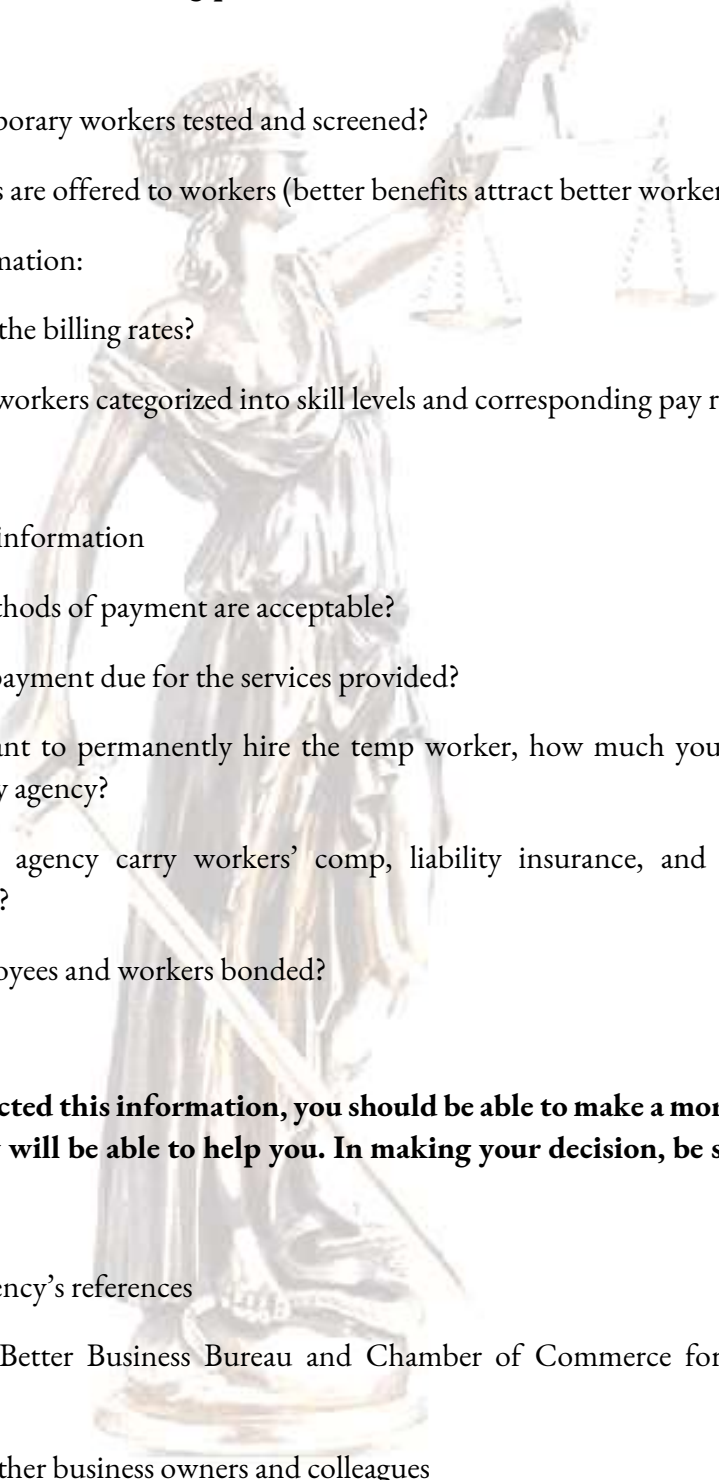
Before you call the temporary help agency, ask yourself what you need

- Do you need a last-minute fill-in for an absent employee?
- How long will you need the temporary? If the need is long term, estimate the length of time.
- What hours will the temporary need to work?
- What particular skills will your temporary worker need to have? Consider:
 - Specific computer and software skills
 - Public contact skills (in person or on the phone)

Once you know what you need, pick a few agencies from the phone book and assess their:

- Responsiveness and professionalism
- How many times did the phone ring before it was answered?
- Was the person courteous and helpful?
- Did the person ask meaningful questions, give you clear answers to your questions, and make sure you were fully informed?
- Ability to meet your needs
 - Does the firm specialize in placing the kinds of workers you need?
 - Does the firm have workers in your geographic location?
 - What customer service and satisfaction features does the firm have?
 - Are the agency's rates competitive for the kind of worker you need?

After you've called a few agencies and have narrowed your selection to a few possibilities, make an appointment to visit those agencies to discuss more specifically what you need. When you visit, be sure to cover the following points:

- 
- How are temporary workers tested and screened?
 - What benefits are offered to workers (better benefits attract better workers)?
 - Pricing information:
 - What are the billing rates?
 - How are workers categorized into skill levels and corresponding pay rates?
 - Payment information
 - What methods of payment are acceptable?
 - When is payment due for the services provided?
 - If you want to permanently hire the temp worker, how much you will have to pay the temporary agency?
 - Does the agency carry workers' comp, liability insurance, and errors and omission insurance?
 - Are employees and workers bonded?

After you have collected this information, you should be able to make a more informed decision about which agency will be able to help you. In making your decision, be sure to:

- Check the agency's references
- Contact the Better Business Bureau and Chamber of Commerce for information on the agencies
- Check with other business owners and colleagues

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the [Date]

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SIGNATOR NAME] (the "Signator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

1. Length of Agreement

This Agreement begins retroactively to the beginning of Signator's relationship with Company and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in a separate written agreement signed and dated by all parties.

2. Representation and Warranties

Signator represents and warrants that their relationship with Company will not cause or require it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, company or entity. Further, Signator acknowledges that a condition of this relationship is that it has not brought and will not bring or use in the performance of its duties at Company any proprietary or confidential information, whether or not in writing, of a former employer without that employer's written authorization. Breach of this condition results in automatic termination of the relationship as of the time of breach. Except as may be noted on the back of the signature page hereof, there are no inventions of Signator heretofore made or conceived by Signator that Signator deems to be excluded from the scope of this Agreement, and Signator hereby releases Company from any and all claims by the Signator by reason of any use by Company of any invention heretofore made or conceived by Signator.

3. Confidentiality

- a. Signator hereby acknowledges that Company has made, or may make, available to Signator certain customer lists, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information of, or licensed to, the Company or its clients/customers (“Customers”), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the “Confidential Material”).
- b. Signator acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to Signator’s obligation under this Agreement, Signator shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to Signator’s obligations pursuant to their relationship with the Company, Signator shall not make any duplication or other copy of the Confidential Material.
- c. Signator shall not remove Confidential Material or proprietary property or documents without written authorization. Immediately upon request from Company, Signator shall return to Company all Confidential Material or proprietary property or documents. Signator shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Signator further promises and agrees not solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Company’s Confidentiality Material.

4. Proprietary Information

- a. For the purpose of this Agreement, “Proprietary Information” shall include, but not limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing

information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of Company, its affiliates or related entities.

- b. All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Signator during the term of the relationship with the Company or the [time] period immediately following termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed promptly by Signator to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Propriety Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company's materials, tools, instruments, or (e) on Company's premises or otherwise.
- c. Signator shall comply with any reasonable rules established from time to time by Company for the protection of the confidentiality of any Proprietary Information. Signator irrevocably appoints the President and all Vice Presidents of the Company to act as Signator's agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Proprietary Information assigned by Signator to Company under this Agreement if (a) Signator refuses to perform those acts, or (b) is unavailable, within the meaning of any applicable laws. Signator acknowledges that the grant of the foregoing power of attorney is coupled with an interest and shall survive the death or disability of Signator.
- d. Signator shall promptly and fully disclose to Company, in confidence (a) all Proprietary Information that Signator creates, conceives or reduces to practice in writing either alone or with others during the term of this Agreement, and (b) all patent applications and copyright registrations filed by Signator within one year after termination of this Agreement, including but not limited to materials and methodologies involved.
- e. Any application for a patent, copyright registration or similar right filed by Signator within one year after termination of this Agreement shall be presumed to relate to Proprietary

Information created by Signator during the term of this Agreement, unless Signator can prove otherwise with reasonable certainty.

- f. Nothing contained in this Agreement shall be construed to preclude Company from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to Company under this Agreement. Company, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or any copyright registration on such Proprietary Information, may decide to maintain such Proprietary Information as secret and confidential, or may decide to abandon such Proprietary Information, or dedicate it to the public. Signator shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to Company under this Agreement.

5. Works for Hire

- a. Signator acknowledges that all works of authorship performed for Company are subject to Company's direction and control and that such works constitute a work for hire pursuant to [law].
- b. All Proprietary Information developed, created, invented, devised, conceived or discovered by Signator that is subject to copyright are explicitly considered by Signator and Company to be "works made for hire" and the property of Company.

6. Assignment

- a. Company shall own as its sole and exclusive property, and Signator agrees to assign, transfer, and convey and or its authorized nominees all of his or her right, title and interest in and to any and all said "ideas" that related generally to Company's business, including but not limited to any inventions, processes, improvements, ideas, copyrightable works of art, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that Signator may make, conceive, or reduce to practice, whether solely or jointly with others, copyrightable, patentable or unpatentable, from the

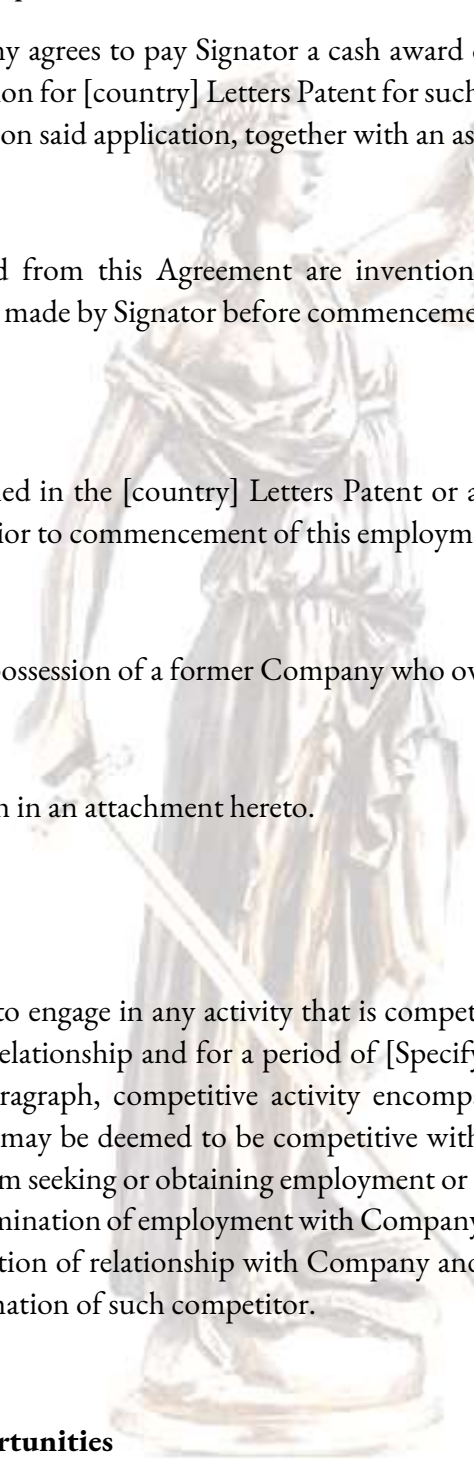
date of this Agreement or the date of first employment with Company if earlier, until the termination of Signator's employment.

- b. Signator is not required to assign any invention where no Company equipment, supplies, facilities or trade secret information was used and that was developed entirely on Signator's own time and: that does not relate to Company's business or to Company's actual demonstrably anticipated research or development or; that does not result from work performed for Company.
- c. Signator hereby assigns to Company all releases and discharges Company, any affiliate of Company and their respective officers, directors and employees, from and against any and all claims, demands, liabilities, costs, and expenses of Signator arising out of, or relating to, any Propriety Information.

7. Execution of Instruments

- a. During employment by Company, upon request and without compensation other than as herein provided but at no expense to Signator, Signator shall execute any documents and take any action Company may deem necessary or appropriate to effectuate the provisions of this Agreement, including without limitation assisting Company in obtaining and/or maintaining patents, copyrights or similar rights to any Proprietary Information assigned to Company.
- b. Signator further agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of employment for any reason by the Company, but if Signator is called upon for such assistance after termination of employment, Signator is entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Company.

8. Patent Application

- 
- a. Company agrees to pay all expenses in connection with the preparation and prosecution of patent applications in the [Country] and all foreign countries wherein Company may desire to obtain patents.
 - b. Company agrees to pay Signator a cash award of [specify] upon execution by Signator of application for [country] Letters Patent for such invention or improvement and issuance of a patent on said application, together with an assignment thereof to Company.
 - c. Excepted from this Agreement are inventions or improvements relating to Company business made by Signator before commencement of this employment by Company which are:
 - i. embodied in the [country] Letters Patent or an application for [country] Letters Patent filed prior to commencement of this employment; or
 - ii. in the possession of a former Company who owns the invention; or
 - iii. set forth in an attachment hereto.

9. Non-Compete

Signator agrees not to engage in any activity that is competitive with any activity of Company during the course of their relationship and for a period of [Specify] after termination of the Agreement. For purposes of this paragraph, competitive activity encompasses forming or making plans to form a business entity that may be deemed to be competitive with any business of Company. This does not prevent Signator from seeking or obtaining employment or other forms of business relationships with a competitor after termination of employment with Company so long as such competitor was in existence prior to the termination of relationship with Company and Signator was in no way involved with the organization or formation of such competitor.

10. Business Opportunities

During the terms of this Agreement, if Signator becomes aware of any project, investment, venture, business or other opportunity (any of the preceding, collectively referred to as an “Opportunity”) that

is similar to, competitive with, related to, or in the same field as Company, or any project, investment, venture, or business of Company, then Signator shall so notify Company immediately in writing of such Opportunity and shall use Signator's good-faith efforts to cause Company to have the opportunity to explore, invest in, participate in, or otherwise become affiliated with such Opportunity.

11. No Ownership

Neither Signator nor any of their agents or principals shall become or be deemed an owner, partner, joint venture or agent of or with Company or any of its affiliates or related companies or businesses by reason of this Agreement or his/her relationship with Company unless set forth in a separate written agreement signed and dated by the parties. Neither Company nor Signator nor any agent, Signator, officer or independent contractor of or retained by Signator shall have any authority to bind the other in any respect unless set forth in a separate written agreement signed and dated by the parties.

12. Solicitation of Employees

Signator agrees that he/she will not, either during the period of this Agreement, or for a period of [number] year after this Agreement has terminated, solicit any of Company's employees for a competing business or otherwise induce or attempt to induce such employees to terminate their employment with Company.

13. Soliciting Customers After Termination of Agreement

For a period of [time], following the termination of the relationship with the Company, Signator shall not, directly or indirectly, make known to any person, firm or corporation the names or addresses of any of the customers of Company or any other information pertaining to them, or call on, solicit, take away, or attempt to call on, solicit, or take away any customer of Company on whom Signator called or with whom Signator became acquainted during the time of this Agreement, for either itself or for any other person, firm, or corporation.

14. Injunctive Relief

Signator hereby acknowledges (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that Company will suffer irreparable harm if Signator breaches any of said protections or provisions, and (3) that monetary damages will be inadequate to compensate Company for such breach. Therefore, if Signator breaches any of such provisions, then Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

15. Continuing Effects

Signator's obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above, and said obligation shall be binding upon Signator's spouse, affiliates, assigns, heirs, executors, administrators, or other legal representatives.

16. Subsidiaries And Parents

For the purposes of this Agreement, the term "Company" shall also be deemed to include any affiliated organization that owns fifty percent (50%) or more of the voting stock, whether or not Signator is directly employed by such other organization.

17. Non-Filing

Signator specifically agrees that Company's rights granted hereunder shall include the right not to file for copyrights or domestic or foreign patents when such is considered by Company in its sole discretion appropriate for the business objectives of Company.

18. Notice to Signator

This Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Company was used and that was developed entirely on Signator's own time and:

- a. That does not relate (1) to Company's business or (2) to the actual or anticipated research or development work of Company; or
- b. That does not result from any work performed by Signator or Company. The burden of proof is on the Signator with respect to the exceptions of this Paragraph.

19. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

20. Severable Provisions

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

21. Attorneys' Fees

In the event any litigation, arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorneys' fees, costs, and expenses. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

22. Modifications

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

23. Prior Understandings

This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

24. Waiver

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

25. Drafting Ambiguities

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

26. Jurisdiction and Venue

This Agreement is to be construed pursuant to Laws of the State of [state/province]. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of [state/province].

27. Receipt of Copy

Signator hereby acknowledges that it has received a signed copy of this Agreement.

COMPANY

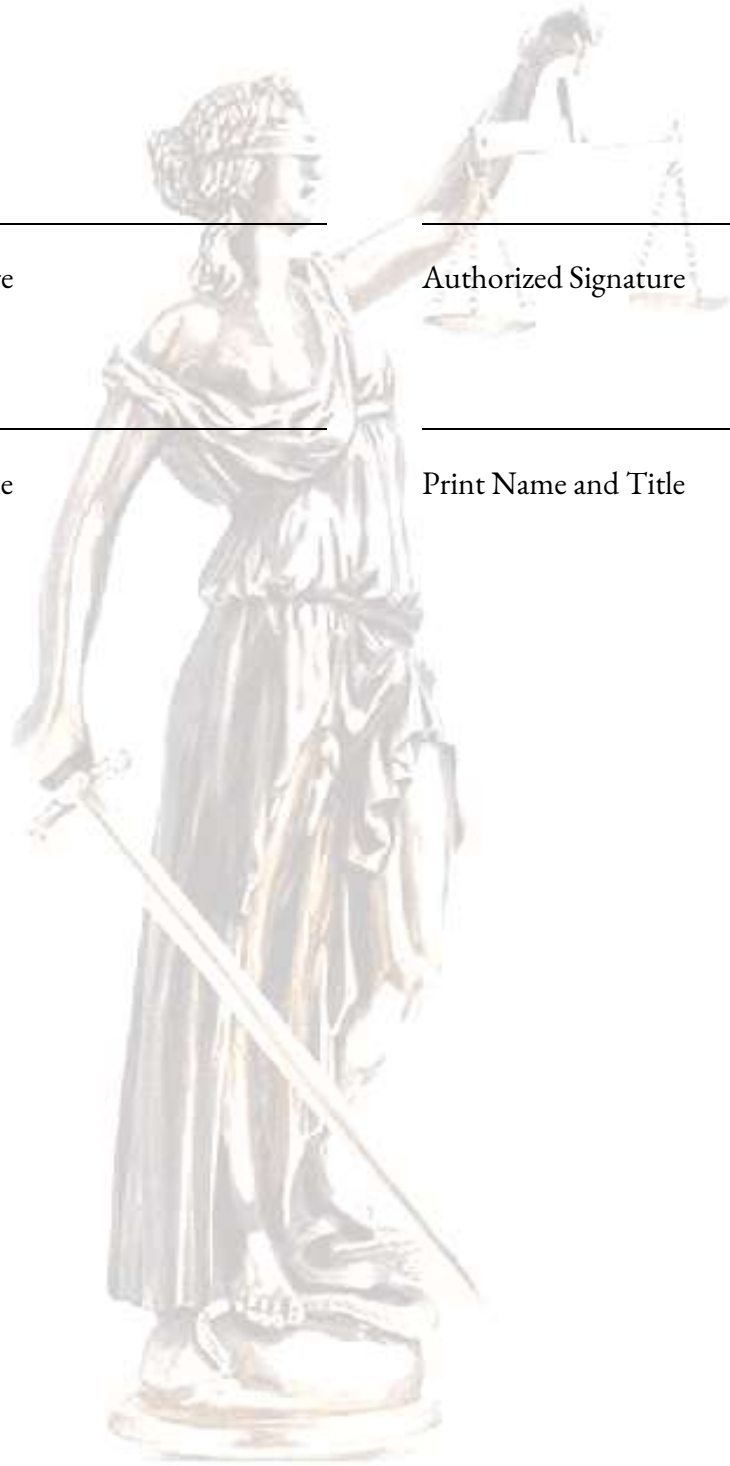
SIGNATOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CONFIDENTIALITY AND INVENTION AGREEMENT

This Confidentiality and Invention Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [CONSULTANT NAME] (the "Consultant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at

In consideration of the Consultant relationship with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, the undersigned Consultant, agrees that:

1. Terms of Agreement

This Agreement shall continue in full force and effect for the duration of the relationship between the Consultant and the Company and shall continue thereafter until terminated through a written instrument signed by both parties.

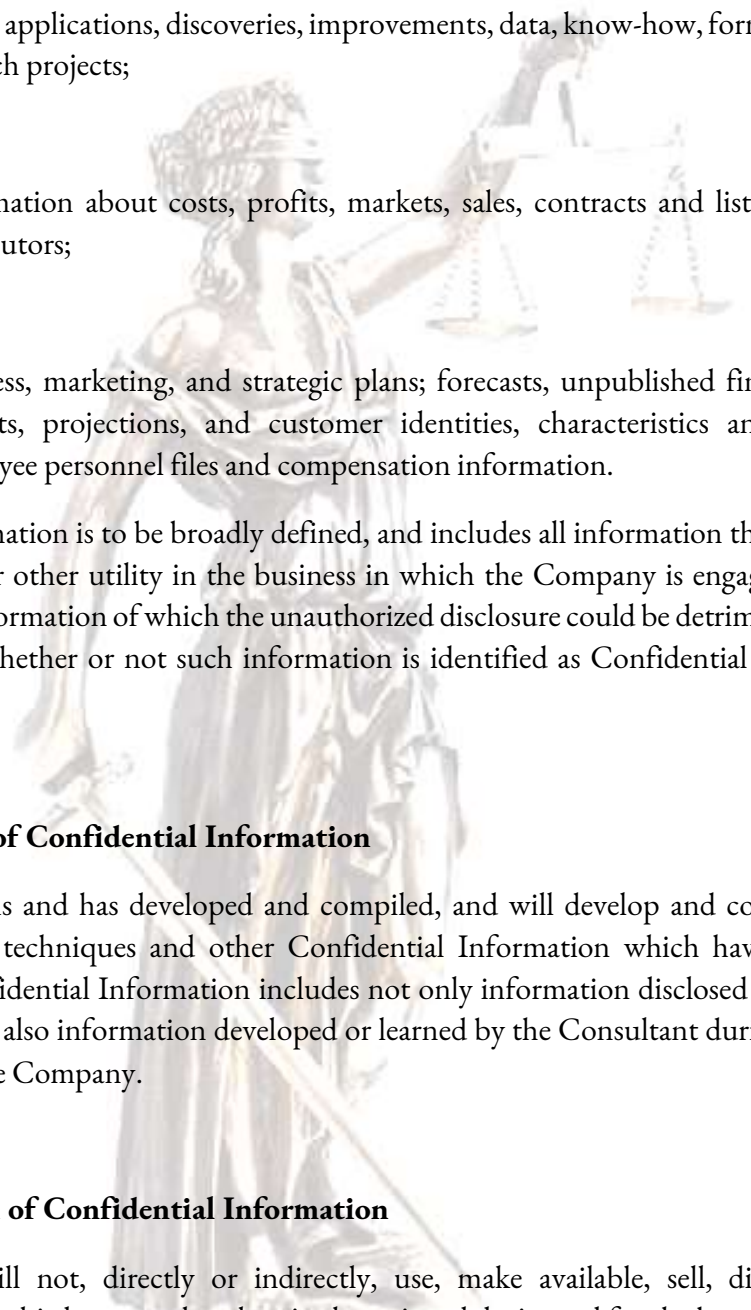
For purposes of this Agreement, "Affiliate" shall mean any person or entity that shall directly or indirectly

controls, is controlled by, or is under common control with the Company.

2. Confidentiality

2.1. Definitions

"Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

- 
- a. Formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;
 - b. Information about costs, profits, markets, sales, contracts and lists of customers, and distributors;
 - c. Business, marketing, and strategic plans; forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and employee personnel files and compensation information.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

2.2. Existence of Confidential Information

The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to the Consultant, but also information developed or learned by the Consultant during the course of the relationship with the Company.

2.3. Protection of Confidential Information

The Consultant will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in the assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after the relationship with the Company. In the event the Consultant desires to publish the results of the work for the Company through literature or speeches, the Consultant will submit such literature or speeches to the President of the Company at least 10 days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be prejudicial to the interests of the Company,

or may constitute an invasion of its privacy. The Consultant agrees not to publish, disclose or otherwise disseminate such information without prior written approval of the President of the Company. The Consultant acknowledges that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.

2.4. Delivery of Confidential Information

Upon request or when the relationship with the Company terminates, the Consultant will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

2.5. Location and Reproduction

The Consultant shall maintain at its workplace only such Confidential Information as the Consultant has a current "need to know." The Consultant shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. The Consultant shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.

2.6. Prior Actions and Knowledge

The Consultant represents and warrants that from the time of the first contact with the Company the Consultant holds in strict confidence all Confidential Information and has not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.

2.7. Third-Party Information

The Consultant acknowledges that the Company has received and, in the future, will receive from third parties their confidential information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Consultant agrees that it will at all times hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform the obligations hereunder and as is consistent with the Company's agreement with such third parties.

2.8. Third Parties

The Consultant represents that the relationship with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. The Consultant will not disclose to the Company or use on its behalf any confidential information belonging to others and will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. Proprietary Rights, Inventions and New Ideas

3.1. Definition

The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (1) relate to the Company's current or contemplated business; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by the Consultant for the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to the Consultant; or (6) result from the access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

3.2. Company Ownership

All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. The Consultant shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that the Consultant should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to

any Subject Ideas and Inventions, the Consultant agrees to assign to the Company, without further consideration, its entire right, title and interest in and to each and every such Subject Idea and Invention.

3.3. Disclosure

The Consultant agrees to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.

3.4. Maintenance of Records

The Consultant agrees to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by the Consultant (solely or jointly with others) during the term of the relationship with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.

3.5. Determination of Subject Ideas and Inventions

The Consultant further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that the Consultant does not believe to be a Subject Idea or Invention, but that is conceived, developed, or reduced to practice by the Company (alone by the Consultant or with others) during the relationship with the Company and for one (1) year thereafter, shall be disclosed promptly by the Consultant to the Company. The Company shall examine such information to determine if in fact the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

3.6. Access

Because of the difficulty of establishing when any Subject Ideas or Inventions are first conceived by the Consultant, or whether it results from the access to Confidential Information or Company Materials, the Consultant agrees that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from its access to Company Materials if: (1) it grew out of or resulted from the work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by the Consultant or with its significant aid, within one year after termination of the relationship with the Company.

3.7. Assistance

The Consultant further agrees to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

- a. To apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and;
- b. To defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and;
- c. To cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.

3.8. Authorization to Company

In the event the Company is unable, after reasonable effort, to secure the Consultant's signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of the Consultant's physical or mental incapacity or for any other reason whatsoever, the Consultant hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and on its behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by the Consultant. The Consultant's obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of the relationship with the Company, but the Company shall compensate the Consultant at a reasonable rate

after such termination for time actually spent by the Consultant at the Company's request on such assistance.

3.9. Acknowledgement

The Consultant acknowledges that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which I desire to exclude from the operation of this Agreement. To the best of the Consultant's knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between the Consultant and any other person (including any business or governmental entity).

3.10. No Use of Name

The Consultant shall not at any time use the Company's name or any the Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

4. Competitive Activity

4.1. Acknowledgment

The Consultant acknowledges that the pursuit of the activities forbidden by Section 4.2 below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

4.2. Prohibited Activity

To prevent the above-described disclosure, misappropriation and breach, the Consultant agrees that during the relationship and for a period of one (1) year thereafter, without the Company's express written consent, the Consultant shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts its business, unless the Consultant can prove that any action taken in contravention of this subsection (ii) was done without the use in any way of Confidential Information.

5. Representations and Warranties

The Consultant represents and warrants (i) that it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with its undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that the Consultant will not use in the performance of its responsibilities for the Company any confidential information or trade secrets of any other person or entity; and (iv) that the Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

6. Termination Obligations

- a. Upon the termination of the relationship with the Company or promptly upon the Company's request, the Consultant shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by, or prepared by the Consultant in the course of or incident to the relationship with the Company, that are in its possession or under its control.
- b. The consultant's representations, warranties, and obligations contained in this Agreement shall survive the termination of the relationship with the Company.
- c. Following any termination of the relationship with the Company, the Consultant will fully cooperate with the Company in all matters relating to its continuing obligations under this Agreement.
- d. The Consultant hereby grants consent to notification by the Company to any of its future companies the Consultant consults with about its rights and obligations under this Agreement.

- e. Upon termination of its relationship with the Company, the Consultant will execute a Certificate acknowledging compliance with this Agreement in the form reasonably requested by the Company.

7. Injunctive Relief

The Consultant acknowledges that its failure to carry out any obligation under this Agreement, or a breach by the Consultant of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. The Consultant further agrees that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. The Consultant also understand that other action may be taken and remedies enforced against the Consultant.

8. Modification

No modification of this Agreement shall be valid unless made in writing and signed by both parties.

9. Binding Effect

This Agreement shall be binding upon the Consultant, its heirs, executors, assigns and administrators and is for the benefit of the Company and its successors and assigns.

10. Governing Law

This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of [state/province],

11. Integration

This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to the Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.

12. Not Employment

This Agreement is not an employment agreement as the Consultant is an independent consultant. The Consultant understand that the Company may terminate its association with it at any time, with or without cause, subject to the terms of any separate written consulting agreement executed by a duly authorized officer of the Company.

13. Construction

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.

14. Attorneys' Fees

Should either the Consultant or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

15. Severability

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

16. Rights Cumulative

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or the Consultant (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.

17. Nonwaiver

The failure of either the Company or the Consultant, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by the Consultant must be in writing and signed by either the Consultant, if the Consultant is seeking to waive any of its rights under this Agreement, or by an officer of the Company or some other person duly authorized by the Company.

18. Notices

Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered or sent by regular mail, with postage prepaid, to the Consultant's principal office, or to the Company's principal office, as the case may be.

19. Agreement to Perform Necessary Acts

The Consultant agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

20. Assignment

This Agreement may not be assigned without the Company's prior written consent.

21. Compliance with Law

The Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.

22. Acknowledgment

The Consultant acknowledges having had the opportunity to consult legal counsel in regard to this Agreement, having read and understand this Agreement, that the Consultant is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on its own judgment and not on any representations or promises other than those contained in this Agreement.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE CONSULTANT'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE CONSULTANT MAY DEVELOP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

CONSULTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CONSULTANT NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [CONSULTANT NAME] (the "Consultant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Consultant has been or will be engaged in the performance of work on the Company's System (the "System"); and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, Consultant and Company wish to evidence by this agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. Proprietary Information

Consultant acknowledges that the System, the source code, object code and all System documentation relating thereto ("Proprietary Information") are confidential and proprietary to the Company; and Consultant agrees to use reasonable care (the same being not less than that employed to protect Consultant's own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof.

2. Non-Disclosure

Consultant shall disclose or give access to Proprietary Information only to such Consultant's employees, agents or contractors ("Consultant Personnel") having a need-to-know in connection with Consultant's engagement and for use in connection therewith. Consultant will advise Consultant Personnel having access to Proprietary Information of the confidential and proprietary nature thereof.

3. Copies

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

4. Termination

Consultant shall, upon completion of the tasks assigned to Consultant, upon termination of Consultant's engagement with respect to the System, or upon demand, whichever is earliest, return any and all Proprietary Information (including any copies or reproductions thereof in its possession or control.

5. Unauthorized Use

Consultant shall promptly advise Company in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Consultant Personnel or former Consultant Personnel.

6. Work Product

Consultant shall have no proprietary interest in the work product developed by consultant during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

7. Indemnification

Consultant, at its own expense, shall defend, indemnify and hold harmless Company, its licensees, employees and agents, from any claim, demand, cause of action, debt or liability (including attorneys' fees) to the extent it is based on a claim that Consultant Personnel in the course of their engagement on the System infringed or violated the patent, copyright, license or other proprietary right of a third party, provided Consultant is notified promptly of such claim and provided that such claim is not based upon the Proprietary Information. Company may, at its expense, assist in such defense if it chooses. Consultant shall have the right to control the defense in any such action and to enter into a stipulation of discontinuance and settlement of such claim in its discretion. In addition, in the event that any such Consultant performance is held to constitute an infringement and its use is or may be enjoined, Consultant shall, at its option, (1) modify the infringing program coding at its own expense so that it is

non-infringing; or (2) procure for Company the right to use and license the use of the infringing program coding.

8. Injunctive Relief

Consultant acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

9. COMPLIANCE WITH Law

The Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

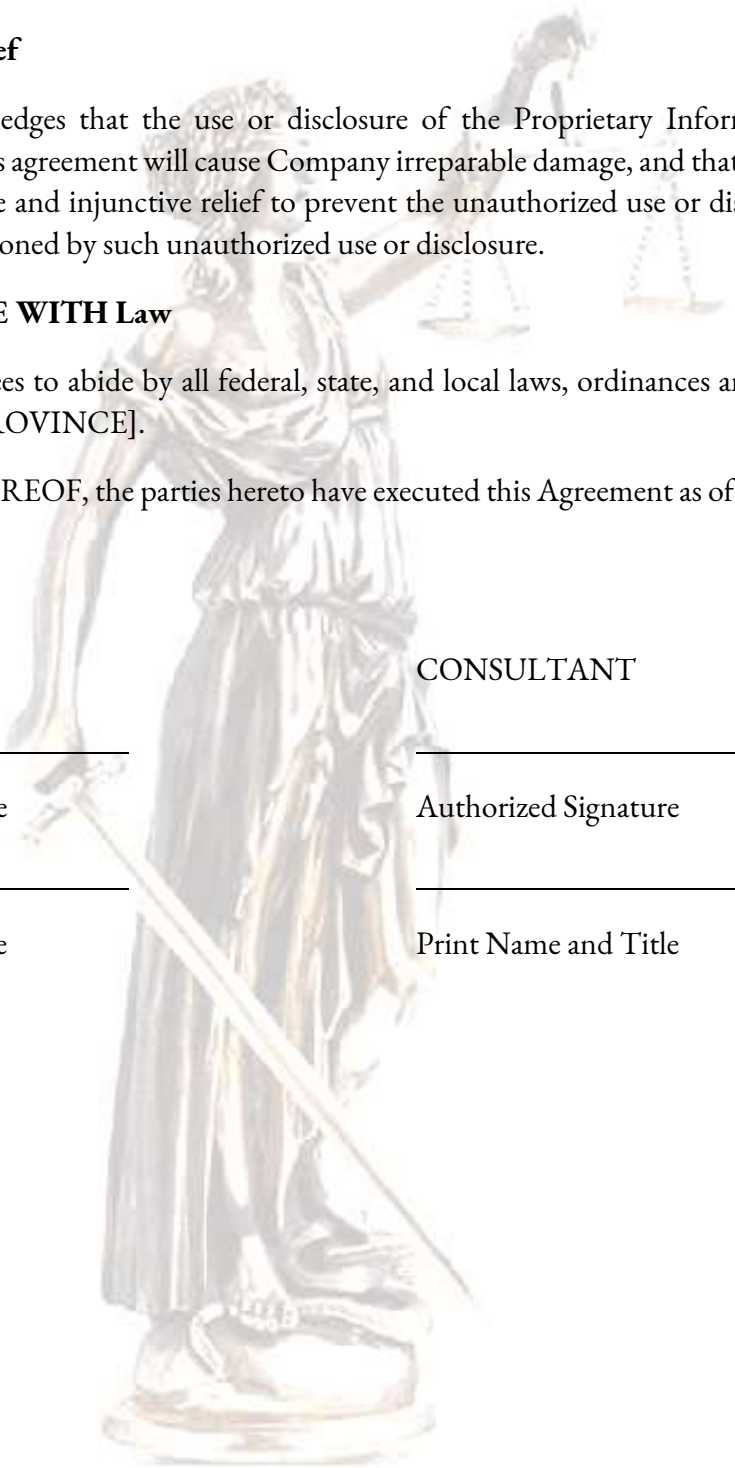
CONSULTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (THE "AGREEMENT") IS MADE AND EFFECTIVE THIS [DATE],

BETWEEN: [CONSULTANT NAME] (the "Consultant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

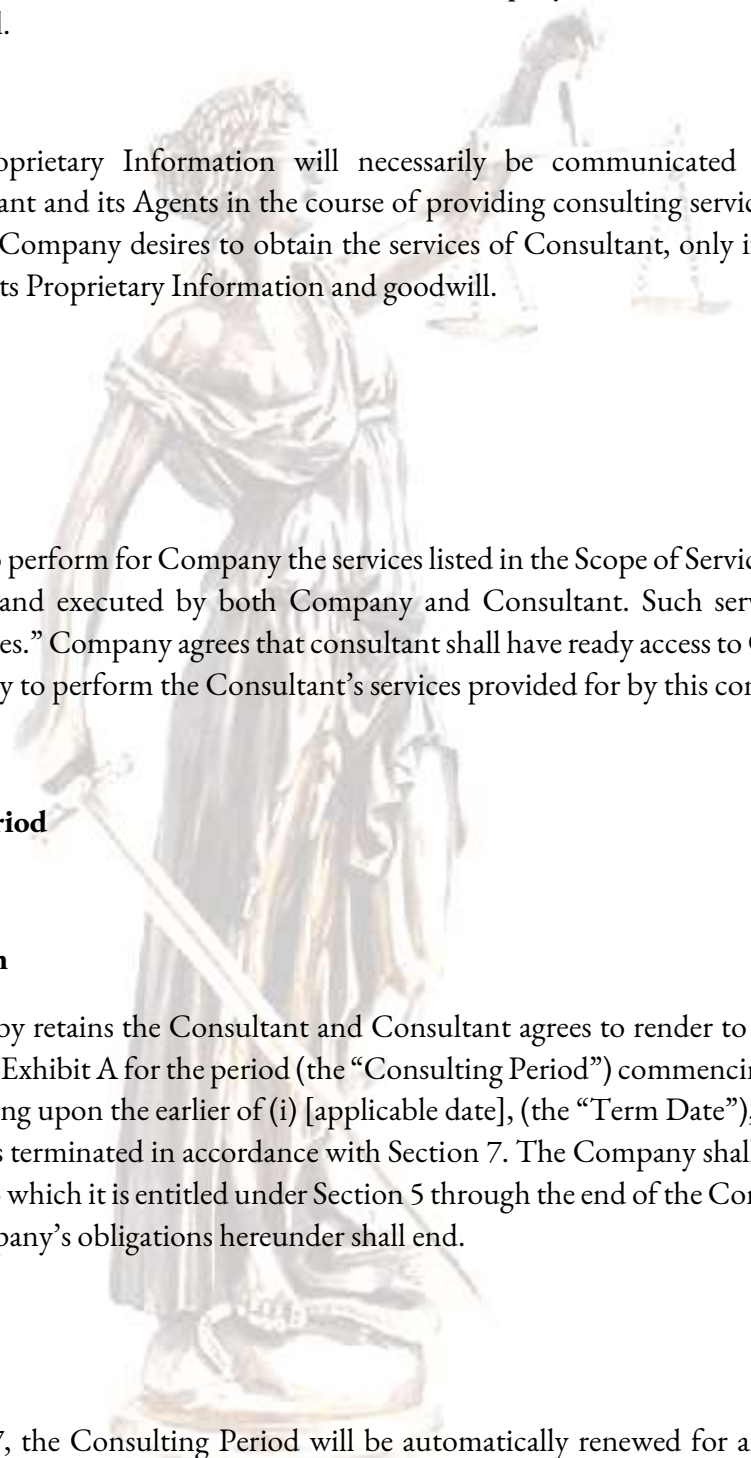
AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. RECITALS

- a. Consultant has expertise in the area of the Company's business and is willing to provide consulting services to the Company.
- b. The Company is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.
- c. The Company desires to obtain the services of Consultant by means of services provided by Consultant's employees dispatched by Consultant to provide services to Company hereunder ("Agents"), on its own behalf and on behalf of all existing and future Affiliated Companies (defined as any corporation or other business entity or entities that directly or indirectly controls, is controlled by, or is under common control with the Company), and Consultant desires to provide consulting services to the Company upon the following terms and conditions.

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- d. The Company has spent significant time, effort, and money to develop certain Proprietary Information (as defined below), which the Company considers vital to its business and goodwill.
 - e. The Proprietary Information will necessarily be communicated to or acquired by Consultant and its Agents in the course of providing consulting services to the Company, and the Company desires to obtain the services of Consultant, only if, in doing so, it can protect its Proprietary Information and goodwill.

2. Services

Consultant agrees to perform for Company the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Company and Consultant. Such services are hereinafter referred to as “Services.” Company agrees that consultant shall have ready access to Company’s staff and resources as necessary to perform the Consultant’s services provided for by this contract.

3. Consulting Period

3.1. Basic Term

The Company hereby retains the Consultant and Consultant agrees to render to the Company those services described in Exhibit A for the period (the “Consulting Period”) commencing on the date of this Agreement and ending upon the earlier of (i) [applicable date], (the “Term Date”), and (ii) the date the Consulting Period is terminated in accordance with Section 7. The Company shall pay the Consultant the compensation to which it is entitled under Section 5 through the end of the Consulting Period, and, thereafter, the Company’s obligations hereunder shall end.

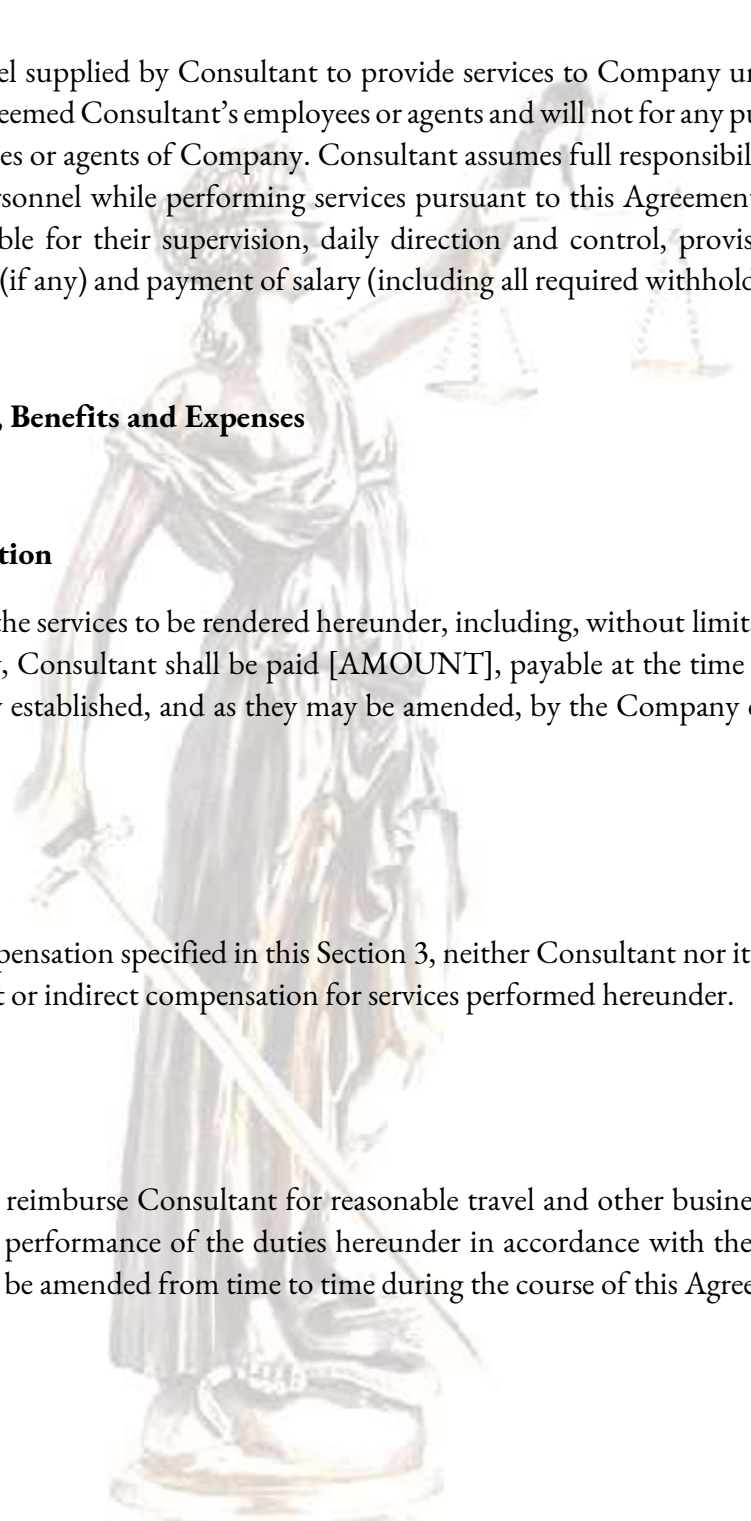
3.2. Renewal

Subject to Section 7, the Consulting Period will be automatically renewed for an additional [agreed upon number of months] month period (without any action by either party) on the Term Date and on each anniversary thereof, unless one party gives to the other written notice [NUMBER] days in advance

of the beginning of any [agreed upon number of months] month renewal period that the Consulting Period is to be terminated, provided, that in no event shall the Consulting Period extend beyond [deadline date]. Either party's right to terminate the Consulting Period, instead of renewing the Agreement, shall be with or without cause.

4. Duties and Responsibilities

- a. Consultant hereby agrees to provide and perform for the Company those services set forth on Exhibit A attached hereto. Consultant shall devote its best efforts to the performance of the services and to such other services as may be reasonably requested by the Company and hereby agrees to devote, unless otherwise requested in writing by the Company, (a minimum of at least [agreed upon number of hours] hours of service per week/or assign [agreed upon number of individuals] individuals to provide services to the Company).
- b. Consultant shall use its best efforts to furnish competent Agents possessing a sufficient working knowledge of the Company's research, development and products to fulfill Consultant's obligations hereunder. Any Agent of Consultant who, in the sole opinion of the Company, is unable to adequately perform any services hereunder shall be replaced by Consultant within [agreed upon number of days] days after receipt of notice from the Company of its desire to have such Agent replaced.
- c. Consultant shall use its best efforts to comply with, and to ensure that each of its Agents comply with, all policies and practices regarding the use of facilities at which services are to be performed hereunder. Consultant agrees and shall cause each of its Agents to agree to the Acknowledgement and Inventions Assignment attached hereto as Exhibit B, and Consultant shall deliver a signed original of such Acknowledgement and Inventions Assignment to Company prior to such Agent's commencement of the provision of services for the Company.
- d. Consultant shall obtain for the benefit of the Company, as an intended third-party beneficiary thereof, prior to the performance of any services hereunder by any of the Agents, the written agreement of Agent to be bound by terms no less restrictive than the terms of Sections 2(c), 5(a), 6, and 7 of this Agreement.

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- e. Personnel supplied by Consultant to provide services to Company under this Agreement will be deemed Consultant's employees or agents and will not for any purpose be considered employees or agents of Company. Consultant assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, provision of employment benefits (if any) and payment of salary (including all required withholding of taxes).

5. Compensation, Benefits and Expenses

5.1. Compensation

In consideration of the services to be rendered hereunder, including, without limitation, services to any Affiliated Company, Consultant shall be paid [AMOUNT], payable at the time and pursuant to the procedures regularly established, and as they may be amended, by the Company during the course of this Agreement.

5.2. Benefits

Other than the compensation specified in this Section 3, neither Consultant nor its Agents shall not be entitled to any direct or indirect compensation for services performed hereunder.

5.3. Expenses

The Company shall reimburse Consultant for reasonable travel and other business expenses incurred by its Agents in the performance of the duties hereunder in accordance with the Company's general policies, as they may be amended from time to time during the course of this Agreement.

6. Invoicing

Company shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Consultant, and Company shall pay the amount of such invoices to Consultant.

7. Termination of Consulting Relationship

7.1. By the Company or the Consultant

At any time, either the Company or the Consultant may terminate, without liability, the Consulting Period for any reason, with or without cause, by giving [agreed upon number of days] days advance written notice to the other party. If the Consultant terminates its consulting relationship with the Company pursuant to this Section 4(d), the Company shall have the option, in its complete discretion, to terminate Consultant immediately without the running of any notice period. The Company shall pay Consultant the compensation to which the Consultant is entitled pursuant to Section 3(a) through the end of the Consulting Period, and thereafter all obligations of the Company shall terminate.

7.2. Termination Due to Bankruptcy, Receivership

The Consulting Period shall terminate and the Company's obligations hereunder (including the obligation to pay Consultant compensation under Section 3(a)) shall cease upon the occurrence of: (i) the appointment of a receiver, liquidator, or trustee for the Company by decree of competent authority in connection with any adjudication or determination by such authority that the Company is bankrupt or insolvent; (ii) the filing by the Company of a petition in voluntary bankruptcy, the making of an assignment for the benefit of its creditors, or the entering into of a composition with its creditors; or (iii) any formal action of the Board to terminate the Company's existence or otherwise to wind up the Company's affairs.

8. Termination Obligations

Consultant hereby acknowledges and agrees that all property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof, Proprietary Information (as defined below), and equipment furnished to or prepared by Consultant or its Agents in the course of or incident to its rendering of services to the Company, including, without limitation, records and any other materials pertaining to Invention Ideas (as defined below), belong to the Company and shall be promptly returned to the Company upon termination of the Consulting Period. Following termination, neither Consultant nor any of its Agents will retain any written or other tangible material containing any Proprietary Information.

The representations and warranties contained herein and Consultant's obligations under Sections 5, 6, and 7 shall survive termination of the Consulting Period and the expiration of this Agreement.

9. Assignment; Successors and Assigns

Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement, nor shall Consultant's rights be subject to encumbrance or the claims of creditors. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of the Company with, or its merger into, any other corporation, or the sale by the Company of all or substantially all of its properties or assets, or the assignment by the Company of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

10. PLACE OF WORK

Consultant's services will be rendered largely at [ADDRESS], but Consultant will, on request, come to Company's address of [ADDRESS], or such other places designated by Company to meet with representatives of Company.

11. TIME DEVOTED TO WORK

In the performance of the services, the aforesaid services and the hours Consultant is to work on any given day will be entirely within Consultant's control and Company will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this contract. This arrangement will probably take about days of work per week although there undoubtedly will be some weeks during which Consultant may not perform any services at all or, on the other hand, may work practically the full week.

12. Confidential Information

Each party hereto (“Such Party”) shall hold in trust for the other party hereto (“Such Other Party”), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party’s research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Company information and therefore Consultant hereby confirms that all such information relating to the client’s business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the consultant’s clerical or support staff or associates in order to enable Consultant to perform Consultant’s contract obligation.

- a) Consultant agrees not to disclose or use, except as required in Consultant's duties, at any time, any information disclosed to or acquired by Consultant during the term of this contract. Consultant shall disclose promptly to Company all inventions, discoveries, formulas, processes, designs, trade secrets, and other useful technical information and know-how made, discovered, or developed by Consultant (either alone or in conjunction with any other person) during the term of this contract. Consultant agrees that he shall not, without the written consent of Company, disclose to third parties or use for his own financial benefit or for the financial or other benefit of any competitor of Company, any information, data, and know-how, manuals, disks, or otherwise, including all programs, decks, listings, tapes, summaries of any papers, documents, plans, specifications, or drawings.
- b) Consultant shall take all reasonable precautions to prevent any other person with whom Consultant is or may become associated from acquiring confidential information at any time.
- c) Consultant agrees that all confidential information shall be deemed to be and shall be treated as the sole and exclusive property of Company.
- d) Upon termination of this contract, Consultant shall deliver to Company all drawings, manuals, letters, notes, notebooks, reports, and all other materials (including all copies of such materials),

relating to such confidential information which are in the possession or under the control of Consultant. Consultant shall sign secrecy agreements provided by Company.

13. SERVICES FOR OTHERS

Inasmuch as Consultant will acquire or have access to information which is of a highly confidential and secret nature, it is expected that Consultant will not perform any services for any other person or firm without Company's prior written approval.

14. SERVICES AFTER TERMINATION

Consultant agrees that, for a period of [NUMBER] years following the termination of this agreement, Consultant will not perform any similar services for any person or firm engaged in the business of [TYPE], the Counties of and State of [STATE/PROVINCE].

15. Status of consultant

Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Company is hereby contracting with Consultant for the services described on Exhibit A and Consultant reserves the right to determine the method, manner and mean by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Company's premises, then Consultants time spent at the premises is to be at the discretion of the Consultant; subject to the Company's normal business hours and security requirements. Consultant hereby confirms to Company that Company will not be required to furnish or provide any training to Consultant to enable Consultant to perform services required hereunder. The services shall be performed by Consultant or Consultant's staff, and Company shall not be required to hire, supervise or pay any assistants to help Consultant who performs the services under this agreement. Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Consultant. Except to the extent that the Consultant's work must be performed on or with Company's computers or Company's existing software, all materials used in providing the services shall be provided by

Consultant. Consultant's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for Consultant's failure to perform the contract's specification as required hereunder and conversely, subject to Company's obligation to make full and timely payment(s) for Consultant's services as set forth in Exhibit B, Consultant shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Paragraph 10 hereof. Company shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Company will not withhold any amount that would normally be withheld from an employee's pay. Consultant shall take appropriate measures to insure that Consultant's staff is competent and that they do not breach Section 4 hereof.

Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of [NUMBER] months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

16. Use of Work Product

Except as specifically set forth in writing and signed by both Company and Consultant, Consultant shall have all copyright and patent rights with respect to all materials developed under this contract, and Company is hereby granted a non-exclusive license to use and employ such materials within the Company's business.

17. Company Representative

The following individual [NAME] shall represent the Company during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract as defined in Section 14.

18. Disputes

Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the [ASSOCIATION], to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of Consultant's address or any other state in which the Company resides or may be located. In the event that this arbitration

provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not a part hereof.

19. Taxes

Any and all taxes, except income taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by the Client. Consultants shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Company and Company and Consultant specifically agree that Consultant is not an employee of Client.

20. Liability

Consultant warrants to Company that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Company and Consultant. Consultant makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Company shall be limited to [AMOUNT] as liquidated damages and not as a penalty.

21. Non-Competition

If this Consulting Agreement with the Company terminates for any reason, the Consultant will

not, for a period of two years from the date of termination, have any business dealings whatsoever, either directly or indirectly through associates with any customer or client of the Company or its subsidiaries or any person or firm with whom the Consultant has made contact in connection with his consulting activities for the Company; and the Consultant will keep in strictest confidence, both during the term of this Agreement and subsequent to termination of this Agreement, and will not during the term of this Agreement or thereafter disclose or divulge to any person, firm or corporation, or use directly or

indirectly, for his own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by the Company, information as to sources of, and arrangements for, hardware

supplied to customers or clients of the Company, submission and proposal procedures of the Company, customer or contact lists or any other confidential information or trade secrets respecting the business or affairs of the Company which the Consultant may acquire or develop in connection with or as a result of the performance of his services hereunder. In the event of an actual or threatened breach by the Consultant of the provisions of this paragraph, the Company shall be entitled to injunctive relief restraining the Consultant from the breach or threatened breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from the Consultant.

22. Enforceable

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Consultant against the Company whether predicated on this Agreement or otherwise.

23. Representations and Warranties

Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Company, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

24. Injunctive Relief

The Consultant acknowledges that disclosure of any Confidential Information by him will give rise to irreparable injury to the Company or the owner of such information, inadequately compensable in damages. Accordingly, the Company or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Consultant further acknowledges and agrees that in the event of the termination of this Agreement his experience and capabilities are such that he can obtain a consulting

arrangement or employment in business activities which are either (1) of a different or non-competing nature with his activities as a consultant for the Company, or (2) are carried on in a different geographic location; and that the enforcement of a remedy hereunder by way of injunction will not prevent him from earning a reasonable livelihood.

The Consultant further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

25. Complete Agreement

This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Company acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

26. Indemnification

Consultant hereby indemnifies and agrees to defend and hold harmless the Company from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting there from, including court costs and reasonable attorneys' fees, arising out of or relating to the services performed by Consultant under this Agreement or the representations and warranties made by Consultant pursuant to paragraph 7 hereof. Consultant's obligations under this paragraph 8 hereof shall survive the termination, for any reason, of this Agreement.

27. Attorney's Fees

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party or parties against whom enforcement was sought.

28. Nonwaiver

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Company, by an executive officer of the Company or other person duly authorized by the Company

29. Remedy for Breach

The parties hereto agree that, in the event of breach or threatened breach of this Agreement, the damage or imminent damage to the value and the goodwill of the Company's business will be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Company shall be entitled to injunctive relief against Consultant in the event of any breach or threatened breach by Consultant, in addition to any other relief (including damages and the right of the Company to stop payments hereunder which is hereby granted) available to the Company under this Agreement or under law.

30. Applicable Law

Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the State indicated by the Consultant's address.

31. Severability; Enforcement

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. It is the intention of the parties that the covenants contained in Sections 6 and 7 shall be enforced to the greatest extent (but to no greater extent) in time, area, and degree of participation as is permitted by the law of that jurisdiction whose law is found to be applicable to any acts allegedly in breach of these covenants. It being the purpose of this Agreement to govern competition by Consultant anywhere throughout the world, these covenants shall be governed by and construed according to that law (from among those jurisdictions arguably applicable to this Agreement and those in which a breach of this Agreement is alleged to have occurred or to be threatened) which best gives them effect.

32. Scope of Agreement

If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

33. Additional Work

After receipt of an order which adds to the Services, Consultant may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Company agrees to pay Consultant for such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.

34. Notices

All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the Company at:

[Company's name and address]

or to the Consultant at:

[Consultant's name and address]

Notice of change of address shall be effective only when done in accordance with this Section.

35. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

COMPANY

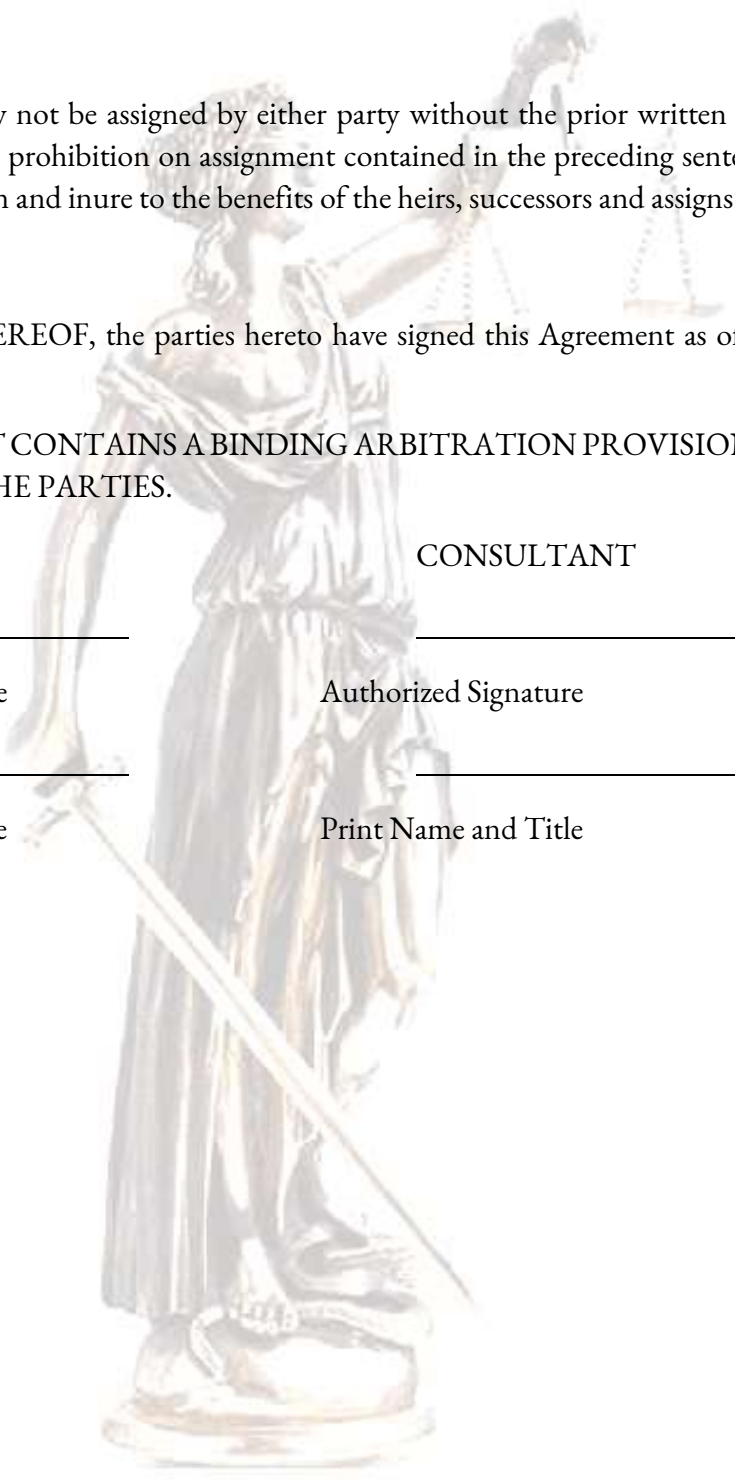
CONSULTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



BUSINESS CONSULTANT AGREEMENT

This Business Consultant Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [CONSULTANT NAME] (the "Consultant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. Consultation Services

The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers and employees of the company concerning matters relating to the management and organization of the company, their financial policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the company.

2. Terms of Agreement

This agreement will begin [Date] and will end [Date]. Either party may cancel this agreement on [NUMBER] days notice to the other party in writing, by certified mail or personal delivery.

3. Time Devoted by Consultant

It is anticipated the consultant will spend approximately [hours] in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of [hours] per month to its duties in accordance with this agreement.

4. Place Where Services Will Be Rendered

The consultant will perform most services in accordance with this contract at a location of consultant's discretion. In addition the consultant will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

5. Payment to Consultant

The consultant will be paid at the rate of [Rate per hour] for work performed in accordance with this agreement. However, the consultant will be paid at least [amount] per month regardless of the amount of time spent in accordance with this agreement. The consultant will submit an itemized statement setting forth the time spent and services rendered, and the company will pay the consultant the amounts due as indicated by statements submitted by the consultant within [NUMBER] days of receipt.

6. Independent Contractor

Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

7. Confidential Information

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.

8. Employment of Others

The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

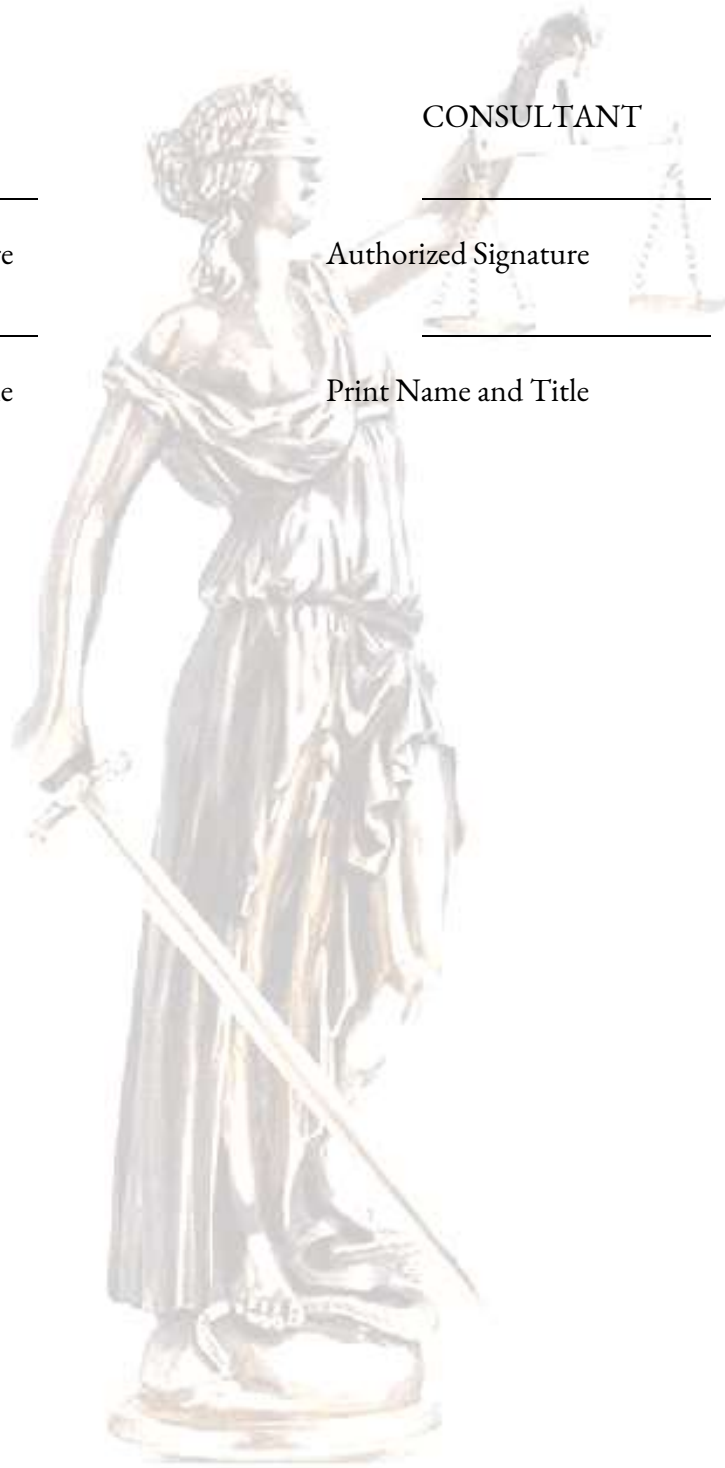
CONSULTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EMPLOYMENT AGENCY AGREEMENT

This Employment Agency Agreement (the "Agreement") is made and effective this [Date],

BETWEEN: [AGENCY NAME] (the "Agency"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. RECITALS

- a. Company wishes to contract with Agency for the services of Agency in providing professional or skilled labor in the general fields of (the "Services").
- b. Agency is ready, willing, and able to provide such services as may be required by Company.

2. SERVICES

- a. Agency understands and agrees that services to be provided Company under and pursuant to this agreement shall be so provided on a day-to-day, as-needed, basis and that Company in its sole discretion shall determine its need, if any, for services or the continuation of services as may be provided by Agency under and pursuant to this agreement.
- b. Agency agrees to provide services upon the written request of Company and further agrees that the cost of such services shall not exceed the limitation of cost set forth by Company's request.
- c. When requesting services, Company shall specify the labor classification(s) required; the applicable hourly or daily price for each specified labor classification; the maximum allowable cost for each labor classification; and the duration of services applicable to the request, including beginning date(s) and, when applicable, ending date(s).
- d. Labor classifications applicable to services to be provided under and pursuant to this agreement shall be limited to those classifications set forth by Exhibit A, which Exhibit may

be revised from time to time by mutual agreement between the parties and which Exhibit is attached to this agreement and, by this reference, made a part of this agreement.

- e. Company shall have sole discretion to establish the minimum qualifications necessary for the performance of any service to be rendered under and pursuant to this agreement. Further, if at any time and at its sole discretion, Company determines that the services performed under and pursuant to this agreement by any of the persons provided by Agency are not satisfactory, Company will so notify Agency in writing and Agency shall immediately withdraw such individual and, at Company's option, furnish an individual who meets the qualifications required.

3. COMPENSATION

For services provided under and pursuant to this agreement and the written requests of Company, Agency shall be compensated as provided below:

- a. For labor expended by Agency in providing services under and pursuant to this agreement, Agency shall be paid an amount equal to the applicable hourly or daily rate multiplied by the total number of hours or days actually worked by persons provided by Agency. The hourly or daily rate shall not exceed those rates set forth by Exhibit A applicable to the labor classification(s) set forth by Company's written requests.
- b. Actual expenses of persons provided by Agency incurred in the providing of services and directly related to such services, shall be reimbursed by Company to Agency at actual cost when supported by appropriate receipts.

4. PAYMENT

Payment for services provided Company under and pursuant to this agreement shall be net [number] days from the date of receipt by Company of Agency's invoice. Agency's invoice shall set forth, as a minimum, details of labor expended and expenses actually incurred as provided below:

- a. Agency's invoice shall set forth the date or dates that persons provided by Agency actually worked in providing services under and pursuant to this agreement. Beginning and ending dates shall be shown whenever services are provided uninterrupted over a period of time and individual dates shall be shown whenever services have been provided on a day-to-day basis. Agency's invoice shall clearly show the labor classification, name(s) of Agency-provided worker(s), applicable labor rate(s), and the total [amount] claimed for the period. Whenever

Agency provides services for an extended period of time, Agency shall submit its invoices for labor expended no less often than [once each calendar month or as the case may be].

- b. The expenses incurred by Agency-provided workers directly related to the providing of services under and pursuant to this agreement shall be reimbursed by Company to Agency. Such expenses shall be supported by appropriate receipts and such other supporting details as may be required by Company. Payment therefore shall be net [number] days from the date of receipt of invoice.

5. AGENCY-PROVIDED WORKERS

Agency-provided workers who perform services for Company under and pursuant to this agreement shall be bound by the provisions of this agreement and Agency shall, at the request of Company, furnish to Company satisfactory evidence to that effect.

6. CONFIDENTIALITY

- a. Agency agrees that all knowledge and information that Agency may receive from Company or employees or consultants of Company, or by virtue of the performance of services under and pursuant to this agreement, relating to inventions, products, processes, machinery, apparatus, prices, discounts, costs, business affairs, future plans, or technical data that belong to Company or to those with whom Company has contracted regarding such information, and;
- b. All information provided by Agency to Company in reports of work done, together with any other information acquired or gained by Agency or by Agency-supplied workers, shall for all time and for all purposes be regarded by Agency as strictly confidential and held by Agency in confidence, and solely for Company's benefit and use, and shall not be used by Agency or directly or indirectly disclosed by Agency to any person whatsoever excepting to Company or with Company's written permission.
- c. Upon the request of Company, Agency shall require that Agency-supplied workers assigned to provide services under and pursuant to this agreement execute a supplementary agreement of confidentiality and assignment of inventions as set forth by Exhibit A attached to this agreement, which Exhibit, by this reference, is incorporated into and made a part of this agreement.

7. INVENTIONS AND COPYRIGHTABLE WORKS

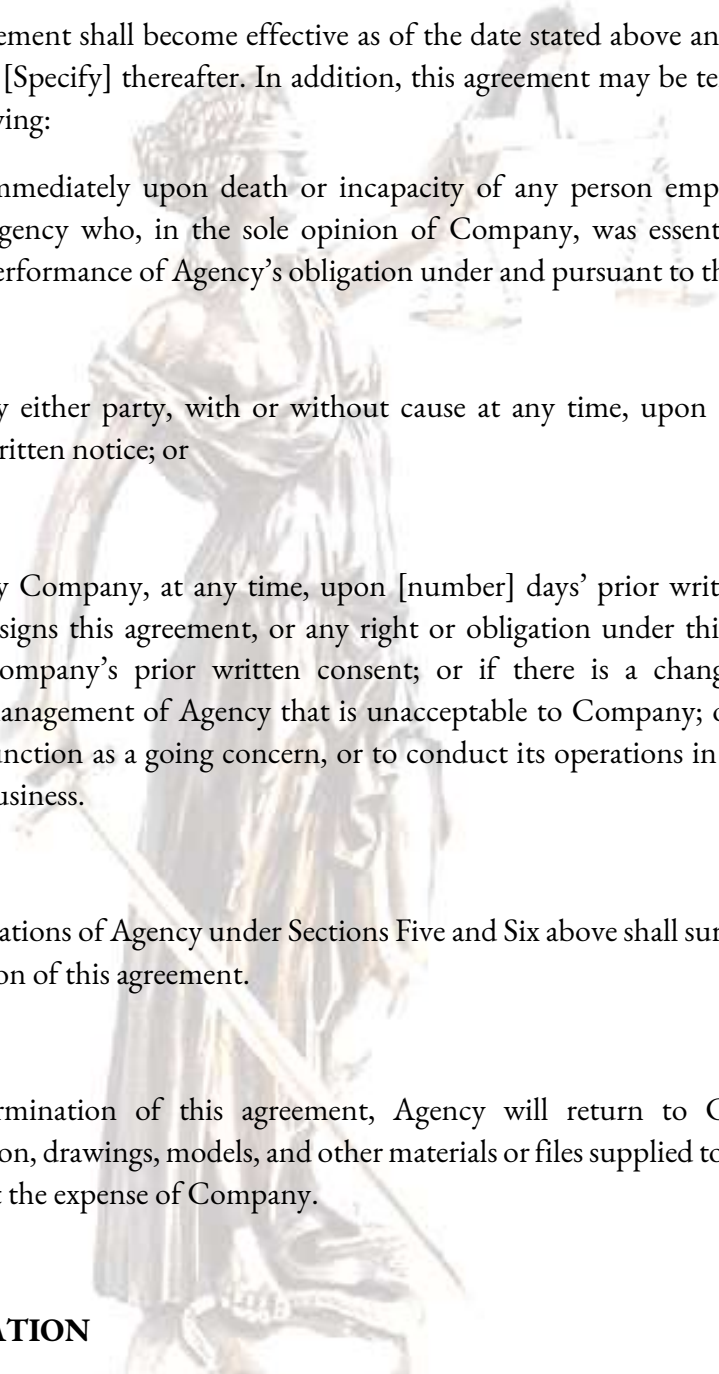
- a. Agency further agrees that on behalf of Agency, Agency's employees and representatives, and Agency-supplied workers, Agency will promptly communicate and disclose to Company or to its nominee, all computer programs, documentation, software, and other copyrightable works (the "copyrightable works"), discoveries, improvements, and inventions (the "inventions") conceived, reduced to practice, or made by Agency or by Agency-supplied workers, whether solely or jointly with others, during the term of this agreement (1) along the lines of Company's products or applicable to or useful with the products, or (2) relating to Company's manufacturing or other processes or procedures or to machinery or apparatus useful in connection with such processes or procedures, or (3) relating to Company's investigations or to the nature of its business at the time of the invention, or (4) resulting from or related to any work Agency or Agency-supplied workers may do on behalf of Company or at its request. All such inventions and copyrightable works that Agency is obligated to disclose, whether patented or not, shall be and remain entirely the property of Company or its nominees, successors or assigns. It is agreed that this is a work-made-for-hire agreement and that all such copyrightable works are works made for hire that shall be the exclusive property of Company. Further, Agency agrees to assign and assigns to Company any rights it may have in such copyrightable works.

- b. Agency and Agency-supplied workers will assist Company and its nominees, successors, or assigns, upon request, during and following the term of this agreement, at the expense of Company, to obtain and maintain for its own benefit, patents for such inventions in any and all countries. Such assistance shall include, but not be limited to, the execution and delivery of specific assignments of any such invention and all domestic and foreign patent rights in the invention, and all other papers and documents that relate to securing and maintaining such patent rights, and the performance of all other lawful acts, as may be deemed necessary or advisable by Company or its nominees, successors, or assigns.

8. AGENCY REPRESENTATION

Agency represents and warrants that Agency and its Agency-supplied workers have the right to perform the services required under and pursuant to this agreement without violation of obligations to others, and that Agency and its Agency-supplied workers have the right to disclose to Company all information transmitted to Company in the performance of services under and pursuant to this agreement, and Agency agrees that any information submitted to Company, whether patentable or not, may be used fully and freely by Company.

9. DURATION AND TERMINATION

- 
- a. This agreement shall become effective as of the date stated above and shall continue for a period of [Specify] thereafter. In addition, this agreement may be terminated pursuant to the following:
 - i. Immediately upon death or incapacity of any person employed or supplied by Agency who, in the sole opinion of Company, was essential for the successful performance of Agency's obligation under and pursuant to this agreement; or
 - ii. By either party, with or without cause at any time, upon [number] days' prior written notice; or
 - iii. By Company, at any time, upon [number] days' prior written notice, if Agency assigns this agreement, or any right or obligation under this agreement, without Company's prior written consent; or if there is a change in the control or management of Agency that is unacceptable to Company; or if Agency ceases to function as a going concern, or to conduct its operations in the normal course of business.
 - b. The obligations of Agency under Sections Five and Six above shall survive any expiration or termination of this agreement.
 - c. Upon termination of this agreement, Agency will return to Company all written information, drawings, models, and other materials or files supplied to Agency or created by Agency at the expense of Company.

10. INDEMNIFICATION

Agency agrees to indemnify and hold Company, its officers, agents, and employees harmless from and against any and all liabilities, damages, losses, actions, or causes of action, costs, and expenses (including attorney's fees), whether relating to property of Company or of any third party, or to personal injury or

death, arising out of or in any way contributed to by the acts or failure to act of the Agency, its agents, employees, officers, or Agency-supplied workers.

11. INDEPENDENT CONTRACTOR

The status of Agency is that of an independent contractor and not of an agent or employee of Company and, as such, Agency shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of Company.

12. INSURANCE

Agency shall maintain in full force and effect, and upon the request of Company, shall furnish evidence satisfactory to Company that Agency maintains the following insurance coverages:

- a. Comprehensive general liability insurance in the minimum amount of [amount] combined single limit that will cover any and all losses to Company property, property of third parties, or personal injuries caused by the acts or omissions of Agency.
- b. For any vehicle used by Agency or Agency-supplied workers in providing services under and pursuant to this agreement, vehicle liability insurance in the minimum amount of [amount] combined single limit.
- c. Agency will carry Workers' Compensation and Employer's Liability Insurance in accordance with applicable law.

13. ASSIGNMENT

The rights and obligations of Agency under this agreement are personal to Agency and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of Company.

14. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

15. NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

16. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of [state/province].

17. PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

18. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

19. NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

AGENCY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EXTENDED DATE FOR PERFORMANCE

This Extended Date for Performance Agreement (the "Agreement") is made and effective this [Date],

BETWEEN: [FIRST PARTY] (the "First party"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTY] (the "Second party"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

Wherein said Agreement expires on [DATE], and the parties desire to extend and continue said Agreement; it is provided that said Agreement shall be extended for an additional term of [TIME PERIOD], commencing upon the expiration of the original term and expiring on [DATE].

Said agreement provides that completion or performance shall be made on or before [DATE], (the "Performance date").

The parties hereby agree that the date for performance be continued and extended to [DATE], with no other change in terms or further extension intended.

IN WITNESS WHEREOF, the parties have executed this agreement at [designate place of execution] on [date].

FIRST PARTY

SECOND PARTY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [INDEPENDENT CONTRACTOR NAME] (the "Independent Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

Independent Contractor is engaged in providing [Describe] business services, its Employer Tax I.D. Number is [Insert], and its Business License Number is [insert]. Independent Contractor has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement. Independent Contractor is or remains open to conducting similar tasks or activities for clients other than the Company and holds themselves out to the public to be a separate business entity.

Company desires to engage and contract for the services of the Independent Contractor to perform certain tasks as set forth below. Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERMS

This Agreement shall be effective commencing [Date], and shall continue until terminated at the completion of the Scope of Work which shall occur no later than [Date] or by either party as otherwise provided herein.

2. STATUS OF INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the parties' intentions that Independent Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, [laws]. Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

3. TASKS, DUTIES, AND SCOPE OF WORK

- a. Independent Contractor agrees to devote as much time, attention, and energy as necessary to complete or achieve the following: [Describe]. The above to be referred to in this Agreement as the "Scope of Work". It is expected that the Scope of Work will be completed by [Date].
- b. Independent Contractor shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to, work being performed already or related change orders. Independent Contractor shall not be entitled to engage in any activities which are not expressly set forth by this Agreement.
- c. The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and open to inspection by Company during regular working hours. Documents to which Company will be entitled to inspect include, but are not limited to, any and all contract documents, change orders/purchase orders and work authorized by Independent Contractor or Company on existing or potential projects related to this Agreement.
- d. Independent Contractor shall be responsible to the management and directors of Company, but Independent Contractor will not be required to follow or establish a regular or daily work schedule. Supply all necessary equipment, materials and supplies. Independent Contractor will not rely on the equipment or offices of Company for completion of tasks

and duties set forth pursuant to this Agreement. Any advice given Independent Contractors regarding the scope of work shall be considered a suggestion only, not an instruction. Company retains the right to inspect, stop, or alter the work of Independent Contractor to assure its conformity with this Agreement.

4. COMPENSATION

- a. Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:

[Describe]

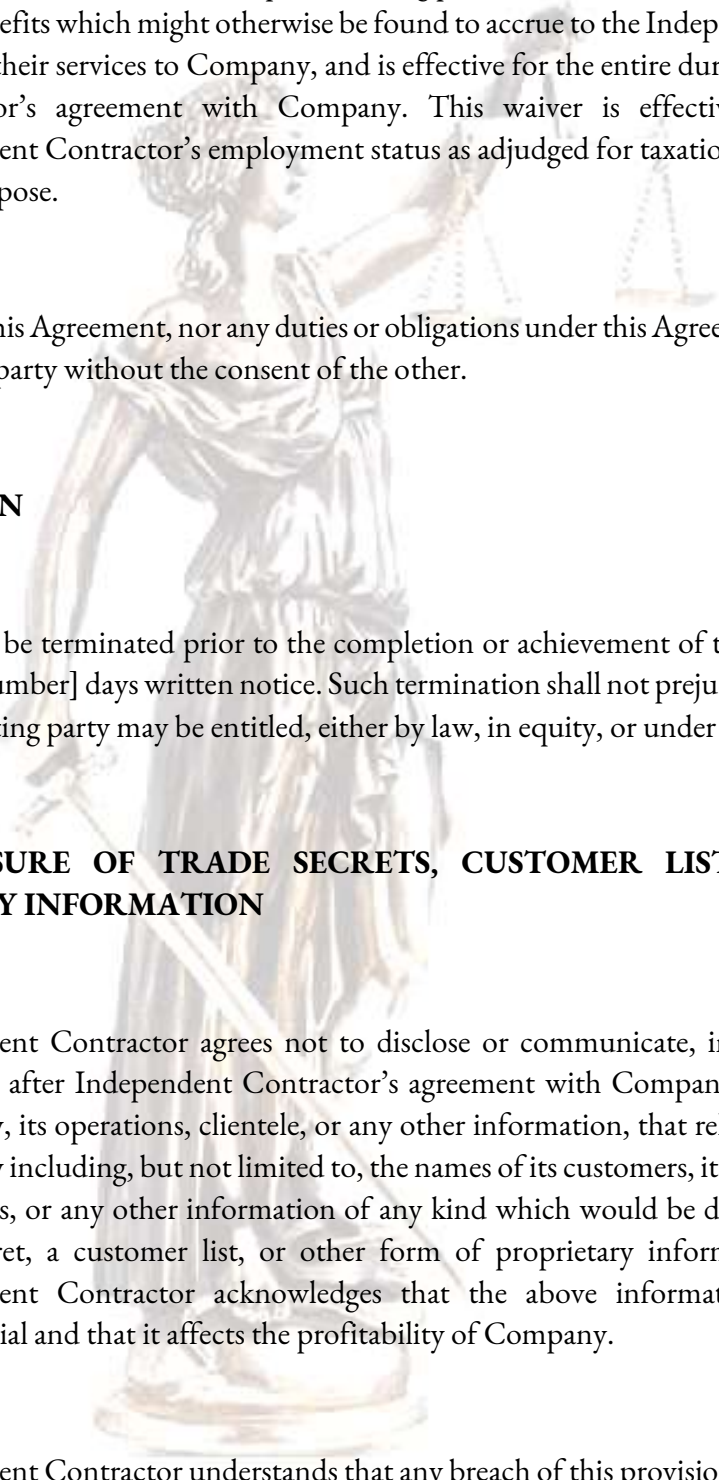
- b. Such compensation shall become due and payable to Independent Contractor in the following time, place, and manner:

[Describe]

5. NOTICE CONCERNING WITHHOLDING OF TAXES

Independent Contractor recognizes and understands that it will receive an [specify tax] statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of independent contractor's failure to make such required payments.

6. AGREEMENT TO WAIVE RIGHTS TO BENEFITS

- 
- a. Independent Contractor hereby waives and foregoes the right to receive any benefits given by Company to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, etc. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of their services to Company, and is effective for the entire duration of Independent Contractor's agreement with Company. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.
 - b. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other.

7. TERMINATION

This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving [number] days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

8. NON-DISCLOSURE OF TRADE SECRETS, CUSTOMER LISTS AND OTHER PROPRIETARY INFORMATION

- a. Independent Contractor agrees not to disclose or communicate, in any manner, either during or after Independent Contractor's agreement with Company, information about Company, its operations, clientele, or any other information, that relate to the business of Company including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of Company. Independent Contractor acknowledges that the above information is material and confidential and that it affects the profitability of Company.
- b. Independent Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To

the extent Independent Contractor feels they need to disclose confidential information, they may do so only after obtaining written authorization from [an officer] of the Company.

9. NON-SOLICITATION

Independent Contractors shall not, during the Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Independent Contractor called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

10. NON-RECRUIT

Independent Contractor shall not, during this Agreement and for a period of one year immediately following termination of this agreement, either directly or indirectly, recruit any of Company's employees for the purpose of any outside business.

11. RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

12. EXPENSE ACCOUNTS

Independent Contractor and the Company agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. Independent Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by [an officer] of the company. Independent Contractor agrees to execute and deliver any agreements and documents prepared by Company and to do all other lawful acts required to establish document and protect such rights.

13. WORKS FOR HIRE

Independent Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered “works for hire” and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

14. LEGAL COMPLIANCE

Independent Contractor is encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

15. LICENSING, WORKERS’ COMPENSATION AND GENERAL LIABILITY INSURANCE

Independent Contractor agrees to immediately supply the Company with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers’ Compensation Coverage where required by law and General Liability Insurance, upon request of the Company.

16. PERSONS HIRED BY INDEPENDENT CONTRACTOR

All persons hired by Independent Contractor to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Independent Contractor unless specifically indicated otherwise in an agreement signed by all parties. Independent Contractor shall immediately provide proof of Workers’ Compensation insurance and General Liability insurance covering said employees, upon request of the Company.

17. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep Company current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

18. ATTORNEY’S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

MEDIATION AND ARBITRATION

The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The attorneys' fees and costs of arbitration shall be borne by the losing party, as set forth in paragraph 18, unless the Parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

19. INDEMNIFICATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the [laws] unless the Parties stipulate otherwise.

Independent Contractor shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor. Independent Contractors shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. Independent Contractor shall name Company as an additional insured on all related insurance policies including workers compensation, and general liability.

20. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement. This Agreement contains all of the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, or Arbitration Agreement.

21. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not

contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

22. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of [state/province].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

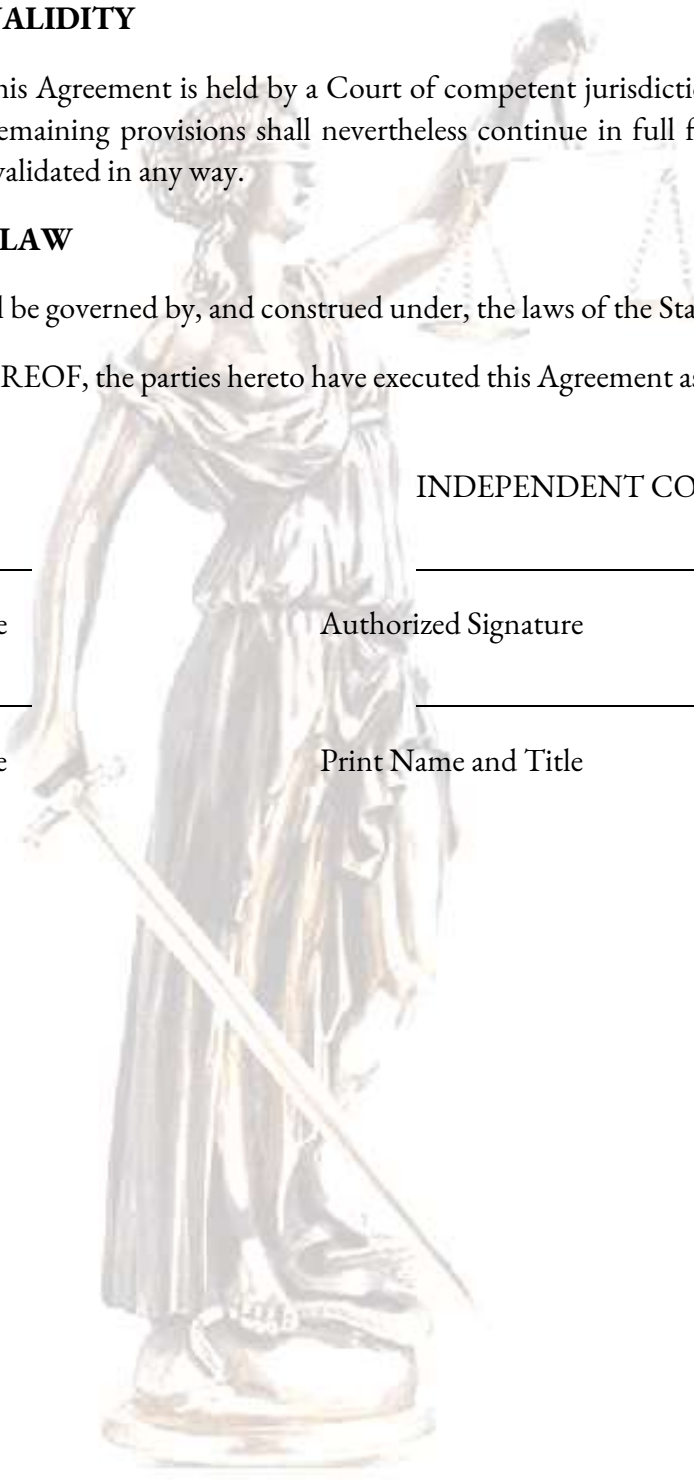
INDEPENDENT CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



[DATE]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code



OBJECT: REQUEST FOR CONTRACTOR REFERENCES

Dear [Contact name],

In order to help us assess your firm's ability to meet our requirements, we are asking that you provide us with a list of firms where you have completed installation.

In addition to the name of the user company, would you please identify the plant and location where the product is in service and the quantity of products furnished. If there is someone in particular, we should contact, that information would be helpful.

Thank you for your cooperation in this matter.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

SUBCONTRACT AGREEMENT

This Subcontract Agreement (the "Agreement") is made and effective this [Date],

BETWEEN: [CONTRACTOR NAME] (the "Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SUBCONTRACTOR NAME] (the "Subcontractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS Contractor has entered into, or will hereafter enter into, a general construction contract, henceforth "The Prime Contract" with [General Contractor], to perform in accordance with various contract documents and specifications certain work prepared by [architect], henceforth "Architect", and/or to furnish labor, materials, supplies, labor and/or goods required to construct the following named and described construction project:

[Describe], henceforth "The Project", located in [address], and

WHEREAS Contractor desires to retain Subcontractor to perform certain contract work in accordance with various contract documents and specifications and/or to furnish labor, materials, supplies, labor and/or goods for The Project;

NOW THEREFORE Contractor and Subcontractor agree as follows:

1. SUBCONTRACT WORK

Subcontractor shall be employed as an independent contractor and shall provide and furnish all labor, materials, tools, supplies, equipment, services, facilities, supervision, and administration necessary for the proper and complete performance and acceptance of the following portions of the work, hereinafter

"the Subcontract Work", for the Project, together with such other portions of the drawings, specifications and addendum as related thereto:

SEE EXHIBIT A: Scope, Conditions, And List of Attachments

2. SUBCONTRACTOR PRICE

In consideration of Subcontractor's performance of this Subcontract, and at the times and subject to the terms and conditions hereinafter set forth, Contractor shall pay to Subcontractor the total sum of [AMOUNT], hereinafter "subcontract price."

Said subcontract price is dependent upon the conditions set forth in Exhibit A being met. Should said conditions not be met, the subcontract amount shall be modified accordingly.

3. SPECIAL CONDITIONS

The Special Conditions to Subcontract are incorporated in this Subcontract as though fully set forth herein. Subcontractor hereby acknowledges receipt of the Special Conditions.

4. COMMUNICATION AND NOTICE

- a. All communications between Subcontractor and General Contractor, Owner or Architect shall be via Contractor.
- b. Subcontractor shall furnish Contractor with periodic progress reports as required by Contractor, including status of material, equipment, manpower and submittal.
- c. Subcontractor shall be deemed to have received notice of a fact, request, order, or demand when its Superintendent is notified, either orally or in writing, or [NUMBER] days after written notice is sent by registered or certified mail addressed to Subcontractor's last known place of business, whichever is sooner.
- d. Contractor shall be deemed to have received notice of a fact, request, or demand [NUMBER] days after written notice is sent by registered or certified mail addressed to the following address:

[Contractor's address]

5. GOVERNING LAW AND RULES OF CONSTRUCTION

- a. The validity, interpretation, and performance of this Subcontract shall be governed by the laws of the jurisdiction where the Project is located.
- b. Titles, captions, or headings to any provision, article, etc., shall not limit the full contents of the same. These articles have the full force and effect as if no titles existed.
- c. If any term or provision of this Subcontract is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Subcontract.
- d. This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

6. AMENDMENT

This Subcontract shall only be amended or modified by written document executed by authorized representatives of Contractor and Subcontractor. This Subcontract supersedes all prior representations made by Contractor.

7. ARBITRATION

Any and all disputes or claims between the Contractor and the Subcontractor arising out of this Subcontract shall be resolved by submission of the same to [specify], for resolution by binding

arbitration according to [specify]'s Rules of Arbitration. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having

jurisdiction over the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUBCONTRACTOR

CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CREDIT AND COLLECTION

COLLECTION

AGREEMENT ON DISPUTED ACCOUNT

This Agreement on Disputed Account (the "Agreement"), is made and effective [EFFECTIVE DATE],

BETWEEN: [CLAIMANT NAME] (the "Claimant") a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [DISPUTANT NAME] (the "Disputant") a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS Claimant has a claim against Disputant on a disputed invoice dated [DATE] in the amount of [AMOUNT];

IT IS AGREED AS FOLLOWS:

1. The Claimant will accept a lesser payment of [AMOUNT] in full settlement of its claim on the invoice.
2. If the Disputant does not pay the lesser payment in full to the Claimant within [NUMBER] days of receipt back of an original copy of this agreement executed by both parties, the Claimant may sue the Disputant for the full amount of its disputed invoice.
3. If the Claimant's claim on its disputed invoice is compromised pursuant to this agreement, the parties mutually release each other from any and all claims and rights of action against each other, present and future, arising in connection with their dispute over payment of the disputed invoice.
4. This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Executed under seal in duplicate on [DATE].

Signed, Sealed and Delivered in the Presence of

NAME

Authorized Signature

Print Name and Title

NAME

Authorized Signature

Print Name and Title



AGREEMENT TO EXTEND DEBT PAYMENT

This Agreement to Extend Debt Payment (the "Agreement"), is made and effective [EFFECTIVE DATE],

BETWEEN: [CREDITOR NAME] (the "Creditor") a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [DEBTOR NAME] (the "Debtor") a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the undersigned, Creditor and Debtor, hereby acknowledge and agree that

1. The Company presently owes the Creditor the sum of [AMOUNT], said sum being presently due and payable.
2. In further consideration of the Creditor's forbearance, the Debtor agrees to pay said debt on extended terms in the manner following:
3. [DESCRIBE]
4. In the event the Debtor fails to make any payments punctually on the agreed extended terms, the Creditor shall have full rights to proceed for the collection of the entire balance then remaining.
5. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this [DATE].

DEBTOR

CREDITOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT OF ACCOUNTS RECEIVABLE

This is an agreement made and effective [EFFECTIVE DATE],

BETWEEN: [NAME] a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [NAME] a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the undersigned, [NAME] hereby sells and transfers all right, title and interest in and to the account(s) receivable as annexed; to [NAME]. The undersigned warrants that the said account(s) are just and due and the undersigned has not received payment for same or any part thereof; provided, however, that said account(s) are sold without recourse to the undersigned in the event _____ of _____ non-payment.

Signed under seal this

[DATE].

NAME

NAME

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT OF ACCOUNTS RECEIVABLE

This is an agreement made and effective [EFFECTIVE DATE],

BETWEEN: [NAME] a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [NAME] a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE, RECEIVED, the undersigned, [NAME] hereby sells and transfers all right, title and interest in and to the account(s) receivable as annexed; to [NAME]. [NAME], the undersigned warrants that said account(s) are just and due and the undersigned has not received payment for same or any part thereof.

It is further provided that if any said account does not make full payment within [NUMBER] days, said account(s) may be retransferred to the undersigned and the undersigned shall repurchase the same for the balance then owing on said account(s).

Signed under seal this [DATE].

NAME

NAME

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CANCELLATION OF CREDIT LINE

Dear [Contact name],

I have been asked to review your seriously past due account. You have been one of our most valued customers for many years, and we can only hope that this non-payment is an error or oversight.

If you have mailed your check, please disregard this notice. If not, please advise us if any discrepancy exists which would explain your lack of response.

Unless payment is received within [NUMBER] days, I will have no option but to recommend cancellation of your existing lines of credit to my management.

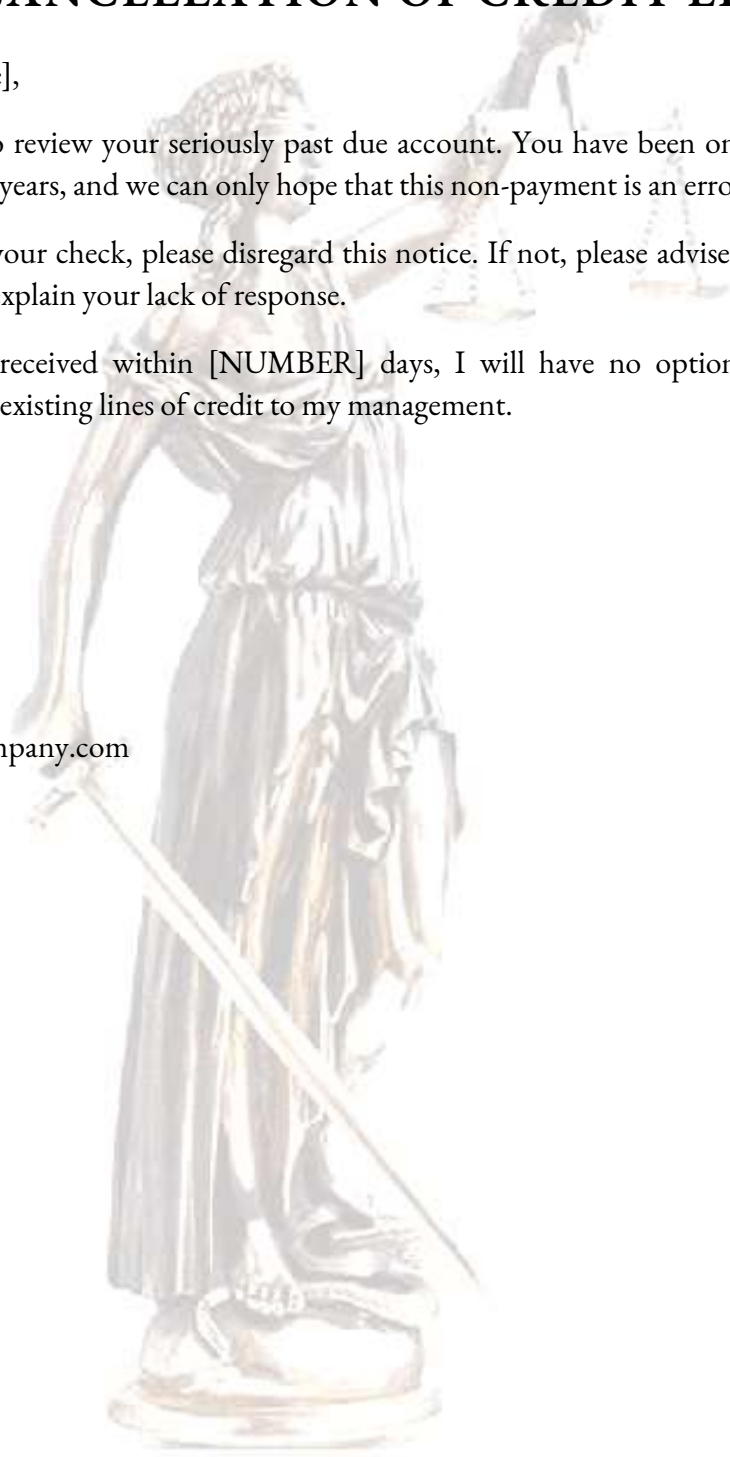
Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



CHECKLIST FOR ACTIONS TO IMPROVE COLLECTION OF ACCOUNTS

Unfortunately, if your company extends credit to your customers, it is inevitable that some of those customers are not going to pay you on time. In fact, you can rest assured that some of those customers are not going to pay you at all! The following actions can help improve your chances of collecting your accounts.

- Require payment by cash or credit card whenever possible.
- Encourage customers to pay sooner by offering discounts for payment within a specific period of time. For example, you could offer a 2 percent discount if an account is paid within ten days rather than thirty. Discourage customers from paying late by charging interest or late fees on delinquent accounts. Be sure to consult with your attorney first to be sure you are complying with your state's usury statutes and applicable federal laws!
- Make a personal visit to your customer to discuss a past-due bill, or talk to your customer when he or she visits your business, whenever possible.
- Make a phone call to your customer about the past-due bill in cases where a personal visit is not possible.
- Send a series of "reminder" letters to your customer if talking to him or her personally is impractical, or if the amount owed is relatively small. The first letter can simply be a friendly reminder. The second letter can be a little more forceful. The third letter can be a "final" demand before you turn the account over to a collection agency or to your attorney.
- Use a collection agency to collect a past-due account if trying to collect the account is too time consuming or if you have not been successful in collecting it. A collection agency usually charges a significant percentage of the amount of the debt as its fee.
- File suit in small claims (conciliation) court if the dollar amount of the past due account is under the maximum amount allowed for such claims.
- If the amount owed by your customer is more than the amount allowed by your local small claims or conciliation court, ask your attorney to file a lawsuit to collect the account.

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: COLLECTION FOLLOW-UP ON RELEASE OF PENDING ORDER

Dear [Contact name],

It was a pleasure speaking with you again on [DAY]. As we discussed over the phone, I have released your "pending" order on our terms of net [NUMBER] days, with payment expected before [NUMBER] days from the date of the invoice. I hope those new terms will be to your convenience.

I appreciate your honesty and am looking forward to continue to serve you in the future. I will make sure that your account will be corrected to reflect the new changes.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: COLLECTION INSTRUCTIONS TO LAWYERS

Dear [Contact name],

Please accept this letter as your instructions to immediately commence collection proceedings on our behalf against [Full name of debtor] of [Full address of debtor] for [Describe debt] in the amount of [Amount].

We enclose copies of the relevant documents for your file:

- Purchase order
- Invoice
- Bad cheque & notice of return
- Correspondence

We shall keep the original documents safe for production in court as necessary

If you need further documents or information, please contact the writer.

Please include claims for pre-judgment interest and legal costs with the claim for the amount of the invoice.

We would ask you to keep us informed of the progress of this matter and to consult us when our legal bill reaches [Amount].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: FINAL DEMAND FOR PAYMENT BEFORE SENDING TO AGENCY

Dear [Contact name],

We sent you [item(s) shipped] on [ship date] and invoiced you for the agreed upon price of [amount due]. You promised to pay this invoice within [terms days] days. [terms days + past due days] days have now passed, and in spite of our having sent several reminders, this invoice remains unpaid.

Please contact me as soon as possible to make arrangements to pay this invoice.

I had every confidence, especially after our recent telephone conversation, that you would live up to your obligation. We supplied you with the products you requested and provided you with the credit terms you needed.

Please accept responsibility for this obligation and pay your debt immediately. I would prefer not to resort to a professional agency to collect what you owe us. I know this will damage your credit rating. I know you value your reputation and your credit rating. Please don't force me to take extreme measures to obtain payment.

Please help me: please help yourself, by sending your check for the entire balance immediately!

Sincerely,

Your name

Your title

Telephone contact youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: WE OFFER ADDITIONAL DISCOUNT

Dear [Contact name],

I want to tell you how personally sorry I am to hear of the difficulties you've been experiencing in your business. I'm sure that your years of experience and your natural acumen will soon have you back in full swing.

Naturally, I want to help you out in any way we can, since you've been a good customer for many years.

We think we can extend some help on your credit account with us. As you know, it is now [DATE] and your account is [NUMBER] months late. I assume that the delay is related to your current difficulties.

Here's how we can help you. Normally, you pay within [NUMBER] days and take a [%] discount.

Naturally, the discount is forfeited after [NUMBER] days. But, as a gesture of goodwill, I'm creating a special discount of [%] on your account. I'm enclosing a new invoice showing the new discount. I know you're anxious to maintain a good credit relationship with us – and so I'll look forward to receiving your payment by [DATE].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com .

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUESTING CONTACT & PROPOSAL

Dear [Contact name],

We have been doing business together for a long time. Perhaps that is why we cannot understand why you haven't responded to any of our reminders advising you that your account is seriously in arrears.

We are here to help if you are experiencing a problem and are most anxious to assist in restoring the goodwill that we have shared for so many years.

We will not even request payment in this letter, but merely urge you to contact us to arrange payment as soon as possible.

Let us hear from you soon.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

**OBJECT: FINAL DEMAND FOR PAYMENT –
CERTIFIED MAIL**

Dear [Contact name],

Is there some reason why you have not paid our invoice number [invoice number] dated [invoice date] in the amount of [invoice amount]?

This invoice is long past due and your refusal to remit payment is beginning to concern us. Is there some reason that you feel you have no responsibility to pay this debt?

Please send your payment immediately or contact me at once.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: ENCLOSED STATEMENT

Dear [Contact name],

Perhaps you have overlooked the fact that your account is currently overdue.

I have enclosed a statement of your account which shows a balance due of [amount due]. If there is some reason why you have failed to remit payment, please call us to discuss the problem.

If it would be more convenient, please feel free to write us a note at the bottom of this letter and send it in the enclosed envelope.

Thank you for your prompt attention to this matter.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Name of debtor

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: COLLECTION LETTER

Dear [Name of debtor],

Your name was brought to our attention to collect from you the entire balance of a debt you owed to [Name of creditor]. As of [Date], the amount of the debt is [Amount].

If you want to resolve this matter without a lawsuit, you must, within [NUMBER] month(s) of the date of this letter, either pay [Amount] against the balance that you owe (unless you have paid since your last statement) or call [Name of creditor] at [Creditor's telephone number] and work out arrangements for payment with it. If you do neither of these things, we will refer this matter to an attorney to file a lawsuit against you for the collection of this debt.

Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute it within that period, we will assume that it is valid. If you do dispute it – by notifying us in writing to that effect – we will, as required by the law, obtain and mail to you proof of the debt. And if, within the same period, you request in writing the name and address of your original creditor, if the original creditor is different from the current creditor [Name of creditor], we will furnish you that information also. The law does not require us to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires us to suspend our efforts.

Sincerely,

[Signature of agency representative]

Title

Telephone contact

youremail@yourcompany.com

OCTOBER 18, 2022

September 9, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: UNPAID BALANCE DUE TO CLERICAL ERRORS

Dear [Contact name],

Our credit department has notified me that your account is past due.

Since you are one of our preferred customers, we want to offer any assistance we can. We know that most overdue balances result from clerical errors, and hope that is, indeed, the cause of this current situation.

Should you require additional time to settle your balance, please feel free to give us a call. I will see to it that you are granted a reasonable length of time in which to pay your account balance.

We value your business, and sincerely hope that this gesture will be of some help. Thank you for your prompt response. We look forward to hearing from you soon.

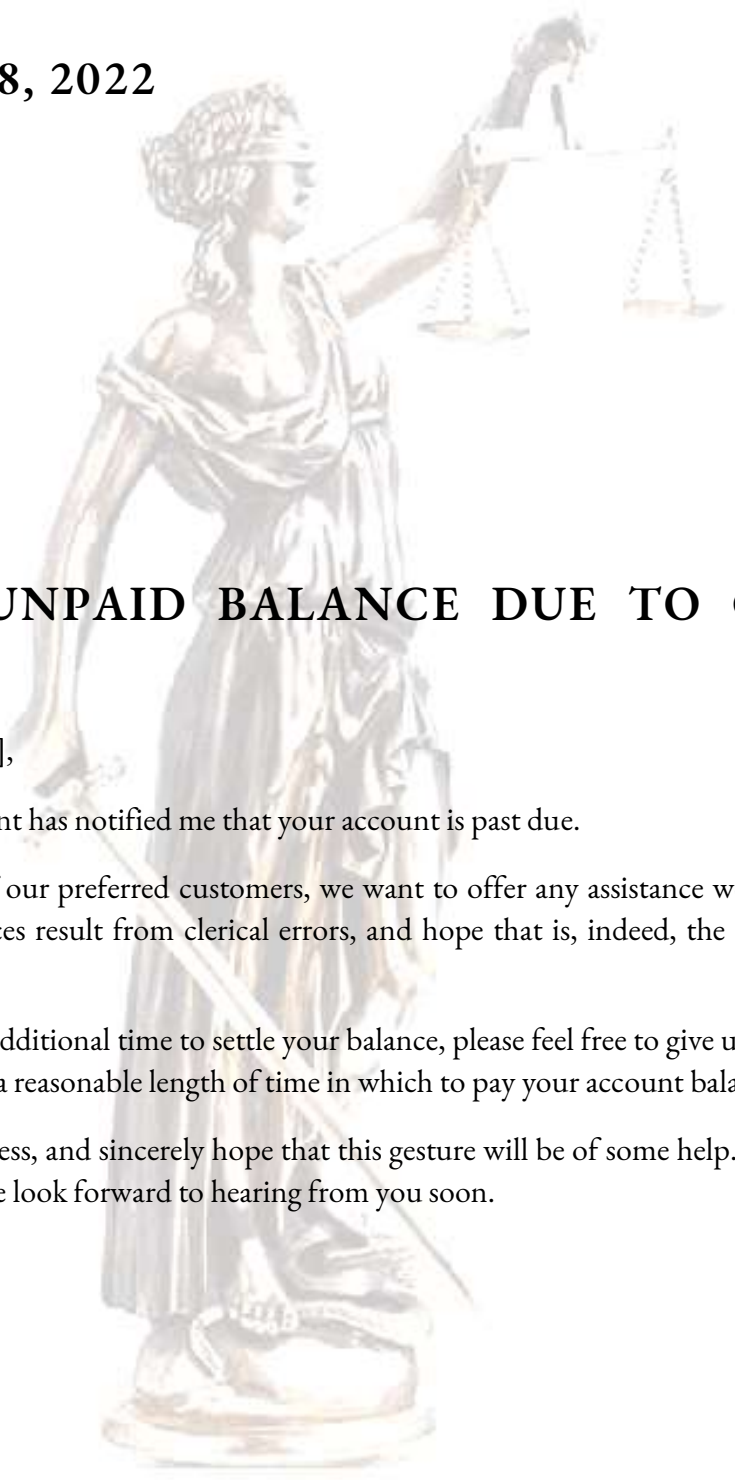
Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

**OBJECT: FINAL DEMAND FOR PAYMENT –
CERTIFIED MAIL**

Dear [Contact name],

Despite our efforts to resolve your past due account, payment on this account has still not been made.

We are informing you that this is your final notice and last opportunity to make payment. Unless we have your check for [Amount due] within the next [NUMBER] days, or an acceptable proposal for payment is obtained, we shall immediately commence legal action against you. If the matter goes that far, you will also be liable for all attorney fees and court costs. Such an action may also adversely affect your credit rating.

If you have any questions or wish to discuss this matter, please call the undersigned immediately at the following telephone number.

Thank you for your prompt attention to this matter.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: COLLECTION DEMAND LETTER

Dear [Contact name],

As of the date of this letter, your payment which, under the terms of a promissory note you entered into, was due on [Date], has not been received and is now past due. If you have already forwarded your payment, please disregard this letter; otherwise, please forward your payment immediately in order to avoid default under the promissory note dated [Date].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: FOLLOW-UP COLLECTION LETTER

Dear [Contact name],

This is our second reminder that payment on your account in the amount of [Amount] was due on [Date]. We value your business and hope to keep you as a customer. However, we do require payment according to the terms of our invoices. Please send us your payment promptly.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: COURTESY REMINDER OF LATE PAYMENT

Dear [Contact name],

Your payment of [Amount owed] pursuant to our invoice dated [Invoice date], has not arrived by the date required. We are sure that this is an oversight and ask that you please send it today in the enclosed self-addressed envelope. If we are forced to spend time collecting overdue accounts receivable, we will not be able to offer our valued clients, such as yourselves, our current prices.

If you have already sent your payment to us, please accept our thanks. If you have any questions, please feel free to call the undersigned at [Your company's phone number].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REFERRAL TO AGENCY

Dear [Contact name],

Productivity is an important guideline in any business. When we find that our productivity suffers, we naturally become concerned.

We are concerned about our productivity in collecting the amount owed on your account. We have invested a great deal of time and effort in attempting to work out arrangements for the payment of your account. It seems that each agreement is met with a lack of productivity.

We must, therefore, insist that payment be received within [NUMBER] days of this notice. Failing receipt of payment, we will have no alternative other than to forward your account to our attorney for further action.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CONVERSION OF OPEN ACCOUNT TO C.O.D.

Dear [Contact name],

I hate to write this kind of letter. You are one of our most valued clients but unfortunately it is with deep regret that I must advise you of a change in your account credit status. As of [DATE], it will now be necessary that a check be sent with each order from your firm. We must insist upon this until your account is brought up to date, at which time we will reevaluate your open account status.

It is regrettable that we came to this point – I understand this change will represent an inconvenience to you – and I hope that this will not interfere with our long and profitable relationship. We value your business and look forward to resolving this difficulty in the immediate future. If I may be of further assistance, please call me at your convenience.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DELIVERIES HELD UNTIL PAST DUE BALANCE PAID

Dear [Contact name],

I must unfortunately inform you that due to the problems we have been experiencing in obtaining your payment for the [PRODUCTS] we have delivered in accordance with the provisions of our contract of [Date], we will not be able to deliver any more goods to you unless you provide us with adequate assurance for payment on said goods. We truly regret having to withhold any future delivery, but, at this point, we have no other viable alternative.

Please let us know promptly what your decision is in regard to your willingness to provide us with the adequate assurance we are requesting.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DEMAND FOR PAYMENT ON GUARANTEE

Dear [Contact name],

This is to notify you that [Name of debtor] is currently in default under its obligations to [Name of company] in the amount of [Amount owed] as of [Default date].

In accordance with the terms and conditions of your Guaranty dated [Date guaranty executed], you are responsible in full for all obligations of [Debtor]. Demand is hereby made for payment in full of said amount, which payment must be received by us by a cashier's check by [Deadline date], at the following address:

[Company]

[Address]

[Address L2]

[City, State Zip]

In the event we do not receive full payment from you by the required date, we will proceed to commence legal proceedings against you under your Guaranty and will additionally assess you legal fees and costs for such legal proceedings, as provided to us by the Guaranty.

If you have any questions, call the undersigned immediately at [Undersigned's telephone number].

Govern yourself accordingly.

Sincerely,

Your name

Your title

Telephone contact youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DEMAND THAT FUTURE PAYMENTS BE BY CERTIFIED CHECK

Dear [Contact name],

After review of your account, we realized that you have had [NUMBER] checks returned unpaid from your bank in the last [MONTHS].

We truly regret having to take this action but we must insist that all future payments be made by certified check, bank wire or bank draft. Please note that any payment which is not certified will not be accepted and will be returned. This will cause you to incur a late charge. For all future payments, please send them to the attention of [NAME] for proper credit. Your cooperation is appreciated. Should you have any question, please contact me at your convenience.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DEMAND TO ENDORSERS FOR IMMEDIATE PAYMENT

Dear [Contact name],

Notice is hereby given that the undersigned is the holder of [check or note] to which you are an endorser, and that said instrument has not been paid according to the agreed terms and conditions. Therefore, protest and demand is hereby made upon you to immediately pay the face amount of the instrument in the amount of [Amount].

In the event payment is not made within [NUMBER] days, the undersigned shall proceed to suit on your warranties of endorsement.

Please govern yourself accordingly.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DEMAND TO PAY PROMISSORY NOTE

Dear [Contact name],

This is to notify you that payment is past due under your Promissory Note (the “Note”) dated [Date promissory note issued].

The following payments have not been received:

Payment Due Date	Amount of Principal Due	Amount of Interest Due	Late Charge

Thus, as of the date of this letter, you are in arrears in the total amount of [Amount in arrears].

[Option]

In accordance with the terms of the Note, this constitutes a major default under the Note, and demand is hereby made for the total amount in arrears together with the entire principal balance of [Amount] outstanding under the Note.

Demand is hereby made for payment in full of said amount, which payment must be received by us by a cashier’s check by [Deadline date], at the following address:

[Company]

[Address]

[City, State Zip]

In the event we do not receive full payment from you by the required date, we will proceed to commence legal proceedings against you under the Note and will additionally assess you legal fees and costs for such legal proceedings, as provided to us by the Note.

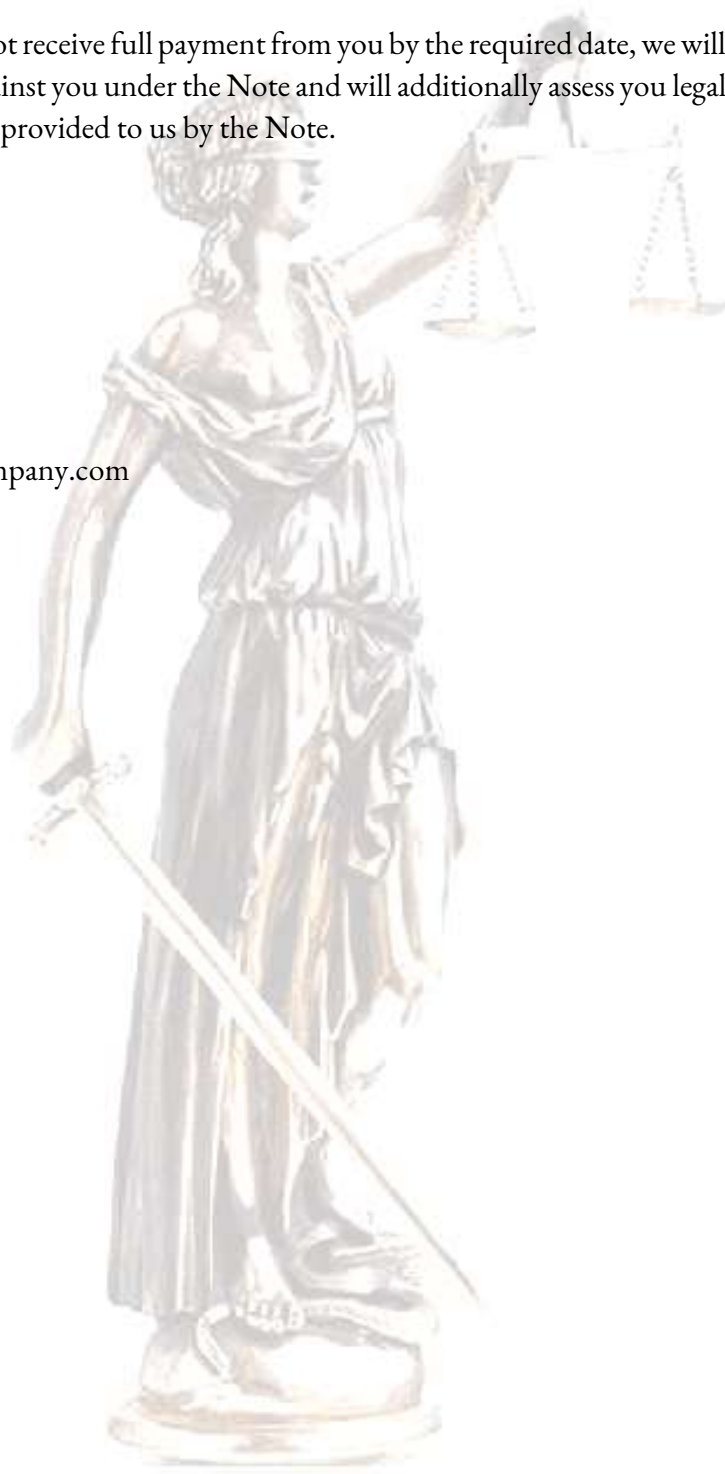
Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DENIAL OF REQUEST FOR ADDITIONAL DISCOUNT

Dear [Contact name],

We recently received a request from you regarding our flexibility in the discount rate we offer for early settlement of accounts. Following are our policies on these issues.

At [COMPANY], our established discount is [%] of the total invoiced amount when payment is received within [NUMBER] days of delivery. Please note that this policy has not been arbitrarily determined, but instead is based on cost, overhead and profit. Increasing this discount rate for all of our accounts would seriously jeopardize our profitability – to increase the rate for an individual account would be both unfair and unethical. I think that you will find that the [%] discount rate we offer our customers is standard in the industry.

I hope that you can understand our position in this matter. We consider you a most valued customer so if we are able to accommodate you in any way that is within our company policy, we will be most happy to do so. Do not hesitate to contact me if I can be of any help.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DENIAL OF REQUEST FOR QUARTERLY BILLING

Dear [Contact name],

This letter is to confirm that we received your request to bill you quarterly rather than monthly. I must admit that it presents us with somewhat of a problem.

Inasmuch as we would like to welcome you as a new customer of [COMPANY], we wish to accommodate you in any way we can. However, there are some limits we can't cross. Your request would result in preferential treatment and would be unfair to all of our customers who must settle their accounts within [NUMBER] days. To be quite honest, if we were to offer the terms you have requested to all our clients, we would soon be out of business completely. I am sure you can appreciate our position in this matter. We would welcome your account on our regular terms basis and hope that we will have the opportunity to serve you in a near future.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REFUSAL TO EXTEND TIME ON PAYMENT OF INVOICE

Dear [Contact name],

After having done the maximum allowed by our company's policies, we regret to inform you that we are unable to extend any more time for payment of the invoice [NUMBER], dated [DATE]. We feel that we have been extremely patient in this case. Therefore, if we do not receive payment in full on or before [Date], we shall have no other choice but to request our attorney to use all available legal remedies to collect the amount owing.

I hope that you can understand our position in this matter. Do not hesitate to contact me if I can be of any help.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

January 25, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: [%] DISCOUNT OPTION ON PREPAYMENT

Dear [Contact name],

This year we are again offering to our customers our prepayment option of a [%] cash discount on our [Period] contract [Start Month through end month]. Many of our customers prefer the [Period] contract because of the convenience of writing one check and using one stamp.

If you decide to take advantage of this offer, please send us your check for [Amount] for the [Period and service] by [Date]. If you decide to pay monthly, the [Period] charge will total [Amount].

If you have any questions concerning prepayment or your cost, please call me at [Number].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

DISPUTED ACCOUNT SETTLEMENT

This Agreement on Disputed Account (the "Agreement"), is made and effective [EFFECTIVE DATE],

BETWEEN: [CREDITOR NAME] (the "Creditor") a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [DEBTOR NAME] (the "Debtor") a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Creditor asserts to hold certain claim against Debtor in the amount of [AMOUNT] arising from the below described transaction:

[DESCRIBE]

And whereas, Debtor disputes said claim, and denies said debt is due; And whereas, the parties desire to resolve and forever settle and adjust said claim.

Now, therefore, Debtor agrees to pay to Creditor and Creditor agrees to accept from Debtor simultaneous herewith, the sum of [AMOUNT] in full payment, settlement, satisfaction, discharge and release of said claim and in release of any further claims thereto.

Creditor acknowledges that there shall be no adverse report filed against Debtor with any credit bureau.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Executed under seal in duplicate on [DATE].

Signed, Sealed and Delivered in the Presence of

CREDITOR

DEBTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DISPUTED BALANCE NOTICE

Dear [Contact name],

We do hereby confirm that we are in receipt of a statement dated [Date], indicating a balance of [Amount] for our account [NUMBER].

After examination of our records, we dispute said balance for the following reason(s):

- Goods billed for have not been received.
- Prices are in excess of agreed amount.
- Prior payment made in the amount of [Amount] on [Date].
- Goods were unordered.
- Goods were defective as per prior notice.
- Goods are available for return as per our rights of return and credit.
- Other: [Describe]

Please adjust our account accordingly. Do not hesitate to contact me so that we find a mutually acceptable compromise on this matter.

Sincerely,

Your name

Your title

Telephone contact youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: GRANT OF REQUEST FOR EXTENSION OF TIME

Dear [Contact name],

We want to thank you for your letter of [Date] in which you explained the circumstances behind your request for an extension of time to remit your payment on invoice [Number].

We do appreciate your straightforwardness and have noted on your account that your payment will be made on [Date]. We understand that nobody is protected against more difficult times due to economical changes.

You have been a loyal customer of ours for quite some time and if this gesture on our part helps to ease your current situation, we are pleased to be of assistance.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: INSTALLMENT PAYMENT
ACKNOWLEDGMENT

Dear [Contact name],

I am pleased we could resolve your outstanding balance by accepting your agreement to pay the [Amount], balance in [weekly/monthly] payments of [Amount] each. We look forward to receiving your first payment on [Day] day of [Month], [Year].

Your future business is also appreciated and upon payment of the account we will consider the extension of further credit.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: INSTALLMENT PAYMENT ARRANGEMENT

Dear [Contact name],

This is to confirm the arrangement under which we will accept payment of our outstanding account of [Amount] in installments. You will sign and return the enclosed copy of this letter indicating admission of the full amount of the account and acceptance of the terms of our agreement.

We will, then, accept payment of the account, together with interest at the rate of [%] per month, in consecutive, monthly installments of [Amount], commencing [Date] and continuing on the [Day] of each successive month until paid off in full. Time will be considered to be of the essence of this arrangement. Each payment will be applied, first, to accrued interest and, second, to principal.

If there is default in making any payment, at our option, the full balance owing on the account, together with accrued agreed interest, shall immediately become due and payable and continue to accrue interest, before and after judgment, at the same rate of interest until paid off in full.

Please return the signed copy of this agreement with your first payment before the commencement date of the monthly installments otherwise this agreement is null and void.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ADMISSION AND ACCEPTANCE

The undersigned hereby admits the full amount of the above outstanding account and having no rights of set-off or counterclaim and accepts the above terms of payment.

Dated: [Date]

By: _____

Title: [Title]

January 25, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: AGREEMENT ON REPAYMENT SCHEDULE

Dear [Contact name],

As we agreed today, you have agreed that you owe us [amount] and will be paying this amount as follows:

[state terms]

We appreciate your cooperation in this matter. Please note that if you cannot meet this schedule, you should contact us before the payment due date.

Thank you.

Sincerely,

Your name

Your title

Telephone contact youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: 10 DAY NOTICE BEFORE COLLECTION ON DELINQUENT ACCOUNT

Dear [Contact name],

I realize you haven't reacted to my previous notices concerning your account. I have written to you quite a few times over the past [NUMBER] months requesting an explanation on why you have failed to bring your account with us current. Including the interests, the amount due is now [AMOUNT].

Unfortunately, by ignoring these warnings you are damaging the excellent credit record you had previously maintained with [company]. In addition, you are incurring additional expense to yourself and to us.

I hate to engage in that process but unless you communicate with us within [NUMBER] days, I will have no other choice but to turn your account over for collection. I am sorry that we are about to take such a drastic action but I am afraid you leave us no alternative. You can preserve your credit rating by remitting your check today for the amount stated above.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

January 25, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APOLOGY FOR ACCOUNTING ERRORS AND PAST DUE NOTICE

Dear [Contact name],

We are very much concerned that due to our mistake, you had to deal with unnecessary problems. Unfortunately, it has taken some time to find out exactly what occurred, and, therefore, please accept our apologies for the delay in this response. You definitely deserve an explanation for what went wrong in our accounting department. I hope that this letter will help to resolve some recent difficulties.

For what I've been told on this issue, your payment was received in time but it had been credited to an account which bears a similar name to yours. As a result, we began sending you our standard notices requesting payment, according to our collection policy. Even after the posting error was rectified, our accounting department failed to notify our credit department, which is why you continued to receive our correspondence asking for payment.

I understand how exasperating this has been for you and I am deeply sorry that it has taken so long to straighten out this problem. While there is a procedure within our firm to prevent this type of error from happening, we are reinforcing this procedure.

You have been a valued customer for a long time and we appreciate the opportunity to continue to serve you. You may rest assured that this problem will not occur again.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APOLOGY FOR NOT CREDITING PAYMENT

Dear [Contact name],

I want to thank you for your support and assistance in helping us to locate your payment of [Date], which had not been credited to your account. I understand how exasperating this has been for you and I am deeply sorry that it has taken so long to straighten out this problem. Your help enabled us to go through our records and pinpoint how this error occurred.

Please accept our sincere apology for the correspondence we wrote under the assumption that this bill had not been paid. I know this insistence on our part must have been extremely frustrating for you, especially in light of the fact that you have always been a valued customer of ours and have paid your bills promptly.

Thank you for your patience and please be assured that we will do everything in our power to ensure that this type of error does not surface in the future.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

January 25, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APOLOGY TO CUSTOMER FOR ACCOUNTING ERRORS

Dear [Contact name],

On behalf of [COMPANY], I want to thank you for your recent letter regarding an error that occurred with your account [Number]. After examination, we were able to track down the error and have credited your account accordingly. A report to this effect has also been sent to our credit department – I can certify that your credit rating won't be penalized in any way. Please note that as of [DATE], your account balance is [Amount].

You are a valued customer, [CONTACT NAME], and we apologize for any inconvenience this mistake may have caused you. If we may be of further assistance please do not hesitate to contact me at your convenience.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

January 26th 202

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APPROBATION OF FINANCING APPLICATION

Dear [Contact name],

Your application for financing on the acquisition of your new [describe] has been approved. Your order for [Number] [Product] will be shipped within [Number] days.

As the enclosed lease documents indicate, your monthly lease payment is [Amount]. Since your lease covers the entire purchase, including “soft” costs, installation and training are completely covered, with no additional fee or payment required.

We look forward to serving you and hope you will call upon us for service, support, and supplies. Please keep in touch and let us know how the [Product] is working to improve sales and customer service in your shop

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: APPROVAL OF NEW CREDIT ACCOUNT

Dear [Contact name],

Your account with [Name of firm] has been approved for credit. We would like to inform you that your account number is [Number]. Please inform your personnel to be sure to include this account number on any documents and correspondence directed to us.

We welcome you to our family of customers and hope that our new relationship will be mutually beneficial and profitable.

As our way of saying thank you for opening your new account with us, we are offering you a [Specify] discount on all merchandise ordered in the month of [Month].

If you have any questions regarding our credit policy, please call [Name], our Credit Manager, who will be more than happy to discuss your account with you.

We will be looking forward to your orders and to the opportunity of serving you.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

January 25, 2022

Name of information holder

Address /Address2 / State/Province/ Zip/Postal Code

OBJECT: AUTHORITY TO RELEASE CREDIT-RELATED INFORMATION

Dear [Contact name],

The undersigned hereby authorizes the disclosure and release of any and all personal credit-related information in your possession, including but not limited to credit, financial, salary, banking, debt and tax information and materials, to [Firm name], as required, until further notice. This authorization is valid for [NUMBER] days from the date of my signature below. Please keep a copy of my release request for your files.

Thank you for your co-operation.

Dated: [Date]

[Witness]

[Name of credit applicant]

Business Credit Application

Name/Address

Last: Initial:	First:	Middle	Title
Name of Business:			Tax I.D. Number
Address:			
City:	State:	ZIP:	Phone:

Company Information

Type of Business:		In Business Since:		
Legal Form Under Which Business Operates:				
State/Province:		Corporation <input type="checkbox"/>		Partnership <input type="checkbox"/>
Proprietorship <input type="checkbox"/>				
If Division/Subsidiary, Name of Parent Company:			In Business Since:	
Name of Company Principal Responsible for Business Transactions:			Title:	
Address:	City:	State:	ZIP:	Phone:
Name of Company Principal Responsible for Business Transactions:			Title:	
Address:	City:	State:	ZIP:	Phone:

Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #:	Savings Account #:	Home Equity Loan:	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:

Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

Financial Information

Company Total Assets Annual Net Income	Company Total Liabilities	Amount of Credit Requested:
Have you or your officers or affiliates ever filed a petition in bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Is your company subject to any litigation? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, describe:		

We declare that the above information is true, correct and complete and is given to induce the Company to extend credit. We authorize the Company to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to the Company any and all information concerning the financial and credit history of my company and myself:

I have read the terms and conditions stated below and agree to all of those terms and conditions.

Name of Company: _____

Authorized Signature: _____

Title: _____

Printed Name: _____

[date]

Contact Name

Address/ Address2

City, State/Province / Zip/Postal Code

OBJECT: CHARGE ACCOUNT LIMIT RAISE

Dear [Contact name],

I am pleased to inform you that after careful review of your charge account, we have decided to increase your credit limit as follows:

OLD CREDIT LIMIT: [Amount]

NEW CREDIT LIMIT: [Amount]

Moreover, your new status qualifies you for use of our installment account. Should you require additional information about this new account, please call me as I will be happy to help.

You are a valued customer, and as such, we always keep you informed about our special sales. We currently have a promotion on [PRODUCTS/SERVICES]. If you order by [DATE], we will give you a [%] rebate on all your purchases.

We appreciate your continued patronage, and look forward to being able to assist you in the near future.

Sincerely,

Your name

Your title /Telephone contact/ youremail@yourcompany.com

CHARGE ACCOUNT TERMS AND CONDITIONS

This Agreement is made and effective [EFFECTIVE DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CUSTOMER NAME] (the "Customer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

It is agreed as follows:

Buyer agrees with seller [Seller's name] to pay for all purchases upon receipt of monthly statement. Charges billed, but not paid by the [Day] of the month following purchase will be considered delinquent and subject to finance charges.

The FINANCE CHARGE for individuals is computed by a periodic rate of [%] per month which is an ANNUAL PERCENTAGE RATE OF [Rate]% applied to the "Previous Unpaid Balance less Current Credits." Current credits are payments or credits received by [Time] A.M. on the [Day] day of the following month. The minimum payment due will be payment of Buyer's indebtedness in full. If not paid, [Seller's name] may declare the unpaid balance due and payable immediately. Buyer agrees to pay collection expenses, including reasonable attorney's fees and court costs, if it is necessary to collect through legal action.

Buyer assumes full responsibility for all materials purchased from [Seller's name]. Buyer agrees to be personally liable for all charges and individually guarantees payment of all charges promptly. Buyer agrees to notify [Seller's name] within [NUMBER] days in writing of receipt of monthly statement of any in billing. Failure to so notify [Seller's name] signifies total acceptance and responsibility for prompt payment in full of account.

If materials are ordered to be delivered to a construction job site, the buyer assumes liability for the materials at the time of delivery whether or not buyer's representative is on hand to acknowledge receipt of delivery. Buyer agrees to pay standard delivery charges as billed.

Buyer agrees that no refund will be granted unless merchandise is returned within 30 days with invoice to store where purchases were made and in original sales condition. Buyer agrees to supply [Seller's name] with "Notice of Commencements", purchase orders, job numbers, job addresses, and a current list of employees permitted to order, pickup, and sign for merchandise.

[Seller's name] reserves the right to send out "Notice to Owners" and file Liens on past due accounts and use any legal means available to force collection if necessary.

SELLER

CUSTOMER

Authorized Signature

Authorized Signature



January 25, 2022

Contact Name

Address

Address2

City, State/Province

ZIP/POSTAL CODE OBJECT: CHRISTAMS CREDIT EXTENSION

Dear [Contact name],

It seems like every year it's the same old scenario – you are trying to find a way to be able to buy all of our gifts this holiday season without having to worry about paying for them until March?

We thought it would, and decided this would be a perfect way to say thank you to our customers for having shopped with us throughout the year.

Starting today, any purchases that you charge to your account will not appear on your statement until [Date]! This offer is available to you until Christmas Eve, [Year].

We hope that you will take advantage of our holiday offering and come see our Christmas season selections. While you are here, please come [Place] for a complimentary [Gift].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: COMPANY CREDIT ACCOUNT APPROVAL

Dear [Contact name],

After evaluation of your application for credit, it is our pleasure to inform you that an account has been opened for your company.

Please feel free to use your account as often as you wish. A descriptive brochure is attached which outlines the terms and conditions upon which this account has been opened.

Should your credit requirements change, or should you have any questions regarding your new account, call this office and ask to speak to one of our account representatives. When you call, please have your account number available, in order that we might have quick access to your file.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT ACCOUNT DENIAL FOR UNFAVORABLE REPORT

Dear [Contact name],

Thank you for your recent application for credit with our firm. We regret to inform you that we cannot extend credit terms to you at the present time, based on the report we received back from our credit bureau.

If you feel that there may be some errors in the records of the credit reporting agency, we suggest that you contact them and review their current information. In the event that there have been errors made, please direct them to submit a revised report to us for our reconsideration.

We would be most happy to welcome you as a customer and to accommodate you in any way possible under the circumstances. We do have a layaway plan and various other options that are available to our cash customers.

Please feel free to call me if you have any questions or if I can be of assistance to you in any way.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

January 25, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT ACCOUNT DENIAL

Dear [Contact name],

We have reviewed your application for open account terms, and at this time are unable to open an account for your company. Should circumstances change in the future, please feel free to resubmit an application.

We value your business, and hope to keep you as a customer. As a cash customer you will be advised of all special sales, and we know that you will find our prices and services competitive enough to allow us to continue serving you.

If you have any questions about this decision, or if I may be of any help in any way with regard to your dealings with our company, please contact me at the above office.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

CONSUMER CREDIT APPLICATION

Name/Address

Name		Social Security Number	
Address:			
City:	State:	ZIP:	Phone: Work:
Own	Rent	(Please circle)	Monthly payment or rent How long?
Previous Address:			
City:	State:	ZIP:	
Owned	Rented	(Please circle)	Monthly payment or rent How long?

Employment History

Employer:	Job Title:
Address:	Supervisor:
City:	State: ZIP: Salary:
Phone:	Date From: Date To:
Employer:	Job Title:
Address:	Supervisor:
City:	State: ZIP: Salary:
Phone:	Date From: Date To:

Source of Income

Total

Expenses

Total

Salary		Loans	
Bonuses & Commissions		Charge Account bills	

Income From Rental Property		Monthly Bills	
Investment Income		Real Estate Mortgages	
Other Income		Other Debts -- Itemize	
Total Income		Total Expenses	

Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #	Savings Account #	Loan #	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

Credit Cards

Name:	Account No.	Current Balance
Name:	Account No.	Current Balance
Name:	Account No.	Current Balance

BANKRUPTCY:

Have you gone bankrupt in the last five years? () Yes () No If yes, give date of assignment:_____

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature

Date



January 25, 2022

Contact Name

Address/ Address2 /City, State/Province /Zip/Postal Code

OBJECT: CREDIT EXTENSION TO PAST DUE PREFERRED CUSTOMER

Dear [Contact name],

Our credit department has notified me that your account is past due. You are one of our preferred customers and therefore we want to offer any assistance we can. We know that most overdue balances result from clerical errors. However, should you require additional time to settle your balance, please feel free to give us a call. I will see to it that you are granted an additional [Number] days in which to pay your account balance.

We value your business, and sincerely hope that this gesture will be of some help. Thank you for your kind consideration, and we look forward to seeing you soon.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

[date]

Contact Name

Address /Address2

City, State/Province/ Zip/Postal Code

OBJECT: Credit information

Dear [Contact name],

Enclosed is the credit information that you requested. I trust that this data will satisfy any concerns you may have about our creditworthiness, and that it will lead to the establishment of a credit account for our

organization.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



January 25, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT INFORMATION REQUEST

Dear [Contact name],

Thank you for your recent order dated [Date]. We shall be pleased to consider you for a line of credit; however, we first require additional information. Accordingly, would you please provide us with the information checked?

- Bank Affiliations
- Credit Application (enclosed)
- Current Financial Statements
- [number] Trade References and Bank References
- Dun and Bradstreet or Other Credit Reporting Rating
- Other: [Describe]

Pending receipt of this information we suggest C.O.D. or advance payment of [Amount] on this order to expedite prompt shipment. Upon receipt we shall immediately ship your order

A self-addressed envelope is enclosed for your convenience. Of course, all credit information submitted shall be held in strict confidence.

Sincerely,

Your name

Your title

Telephone contact, youemail@yourcompany.com

CREDIT MEMO

Date

Bill to:

Ship to:

ADDRESS:		ADDRESS:	
CITY: STATE: ZIP:		CITY: STATE: ZIP:	
PHONE:		PHONE:	
CUSTOMER ID:		TERMS:	
REASON FOR CREDIT:			
APPROVED BY:		DATE:	
APPROVED BY:		DATE:	
P.O./ORDER #	DATE:	INTERNAL BILLING #	

Invoice	Item	Quantity	Description	Price	Total

Total Amount of Credit					\$



January 27, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT REFERENCE REQUEST

Dear [Contact name],

We are responding to your letter requesting credit information on [Company].

Over the past [Number] years [Company] has ordered [Amount] worth of merchandise from us. During that time, there have been [Number] incidents where the bills have been [Number] days past due. To be fair, those incidents occurred [Number] years ago. Over the past year [Company]'s bills have been current.

Based on our experience with this Company, we believe [Company] to be a good credit risk.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CHARGE CARD APPROVAL

Dear [Contact name],

It is our pleasure to notify you that a charge account has been approved in your name. We welcome you as a new customer and hope that you enjoy the convenience of your charge account. We have established a credit limit on your account in the amount of [Amount]. At such time as you may wish to raise the credit line, a phone call or visit to our credit office should expedite our handling of your request.

We have enclosed your card and our pamphlet that explains our billing procedure, how to use your credit card plus additional information we believe you will find useful.

Thank you again for choosing to shop with us.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

January 27, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DENIAL OF CREDIT

Dear [Contact name],

After careful consideration of your request for a [name of account applied for], we must regretfully advise you that we are unable to accommodate you at this time.

The decision to deny this credit is based on information contained in a credit report obtained from [company credit report obtained from]. You are entitled to receive a free copy of this report by [address].

We are sorry for the inconvenience it may cause you. Please feel free to reapply after having corrected what is mentioned on your credit report

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CHARGE ACCOUNT DENIAL

Dear [Contact name],

We regret to inform you that we are unable to open a charge account for you at present due to information obtained from the following consumer reporting agency: [Agency].

We wish to advise you that you have the right under federal law to obtain full disclosure of the nature and substance of all information on you that is contained in the files of the consumer credit reporting agency, with the exception of medical data, upon the presentment of proper identification.

Although we are unable to offer you credit terms, we would be pleased to welcome you as a customer and hope that we will be able to open a charge account for you some time in the future.

Thank you for submitting your application to us.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST ON CREDIT INFORMATION

Dear [Contact name],

We are responding to your letter requesting credit information on [Company].

A purchase order from [Company] for [Amount] worth of merchandise listed you as a credit reference.

We would appreciate any information you can provide on the credit history of [Company] with your company. Key facts would include how long the owner, [Name], has had an account with you and whether or not she has any outstanding debts. We will keep any information you send us confidential.

I've enclosed a postage paid envelope for your convenience.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF C.O.D. TERMS

Dear [Contact name],

We are in receipt of your order dated [Date] and your request for credit terms.

While we do want to accept your order, we regret we cannot ship on credit terms at the present time, due to inadequate credit. Accordingly, we propose shipment on C.O.D. terms. We will assume C.O.D. terms are satisfactory to you unless we are notified of the contrary within [NUMBER] days.

Thank you for your understanding and we appreciate your patronage, with the hope we may more favorably consider credit requests in the future

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CREDIT LIMIT INCREASE

Dear [Contact name],

Congratulations! Your credit line has been increased to [amount]. Thank you for your business. We have increased your line of credit so you can make more convenient purchases through [company].

We appreciate your business and hope you enjoy this extra purchasing power

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF CREDIT LIMIT

Dear [Contact name],

A review of your account indicates a present balance of [Amount] owed to our firm.

Every account is carefully evaluated to establish a credit limit that we believe is consistent not only with our interests, but the interests of the customer as well. We have established [Amount], as your credit allowance and believe it is appropriate. Since you are at or near that credit limit, we can ship future orders only on a C.O.D. basis, until your balance is reduced. We would be pleased to review your account with you if you believe an increased credit line is justified.

We are confident you understand the need for this action.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE TO CORRECT CREDIT

Dear [Contact name],

A review of our credit report discloses the following adverse credit information:

[Specify]

This information is erroneous or incomplete in the following respects:

[Specify]

In accordance with the provisions of the Fair Credit Reporting Act, we request that this letter be made a part of our credit file and thereupon disseminated with any request on us. We further request that this be investigated further with the named creditor and that unless substantiated, then said entry be deleted.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE TO STOP CREDIT CHARGE

Dear [Contact name],

Please be advised that on [Date] the undersigned charged a sum of [Amount] on a transaction with [Company].

We hereby instruct you not to honor said charges or issue payment to the company for the following reasons

Thank you for your cooperation.

Sincerely,

Your name

Credit Card Number

Telephone contact

youremail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: OPENING NEW CREDIT ACCOUNT

Dear [Contact name],

Welcome! Your account at [company] has been approved. We are proud to have you as a customer.

[company] is a [number]-year-old company, with [number] locations in [number] states. We supply a complete line of [products] products to our customers, including [SHORT LIST]. As a leader in this industry, we strive to provide the best service possible to our customers. Our goal is to be your most valuable supplier. Customer satisfaction is our number-one priority.

Your approved credit line is [amount], with billing terms of [terms]. Monthly statements are mailed on the first working day each month. A service charge is added to past-due balances that are not paid by [date] of the billing month.

We at [company] welcome the opportunity to serve you and look forward to a long and prosperous relationship

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REFUND FOR RETURNED MERCHANDISE

Dear [Contact name],

Having received the merchandise you returned to us on [Date] we are enclosing our check to you in the amount of [Amount].

Thank you for taking such care in the packing of the returned merchandise

We are sorry that circumstances prompted the return of this merchandise, but hope that you will continue to allow us to serve you in the future.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REFUND OF DUPLICATE PAYMENT

Dear [Contact name],

Enclosed is our check in the amount of [Amount] which represents a refund for your inadvertent duplicate remittance for payment of [Purpose].

We are pleased that our bookkeeping department discovered this overpayment so quickly.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REPLY TO REQUEST ABOUT CREDIT REJECTION

Dear [Contact name],

In response to your request for a statement of our reasons for turning down your recent application for credit, our records reveal that your application was not approved because:

[Describe]

We appreciate your patronage and invite you to shop with us on a cash basis.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REQUEST FOR CREDIT INFORMATION

Dear [Contact name],

It was with great pleasure that we received your recent order which was entered for immediate shipment at our regular [NUMBER] day terms.

To enable us to extend the line of credit you may need for future orders; will you send us the usual credit information? We have enclosed a simplified financial statement form for your convenience.

Thank you again for your order. We are looking forward to a long and mutually rewarding business relationship.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

[date]

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: DEMAND OF REFUND OF DUPLICATE PAYMENT

Dear [Contact name],

On [Date], this office mailed to you a check in the amount of [Amount] per your [Date] invoice.

After reviewing your file, I realized that this account had been paid in full on [Date]. I am enclosing a photostat of our cancelled check [Number] in the amount of [Amount]

I would appreciate it if you would reimburse this office for the duplicate payment. I apologize for any inconvenience this error has caused.

Thank you for your prompt attention to this matter.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NEW RESTRICTIONS ON CREDIT

Dear [Contact name],

After [Number] months of prompt payments, we've noticed that your last [Number] bills were [Number] days late. We are concerned about the change in your payment pattern. Rather than cancel your credit line, we have reduced it [%].

If, after [Number] months, you are current with your bills, we will reevaluate an increase in your credit line.

Your business is important to us. We hope we can increase your credit line in the future.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: WITHDRAWAL OF CREDIT ON PAST DUE ACCOUNT

Dear [Contact name],

Your file was just placed on my desk for disposition. It seems that your account is seriously past due. We have valued your business for many years, and can only hope that this lack of payment is only an error or an oversight. If you have mailed your check, thank you. If not, please advise this office if any discrepancy exists. I have reviewed the account, and feel I must advise the management to cancel existing credit lines unless payment is received within [NUMBER] days.

I understand that you have had problems lately, and feel that we have been most accommodating. Accordingly, I will expect your check no later than [Date].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

EMPLOYEE RECORDS.

ABSENCE FORM

Please submit this report to your supervisor when you plan to be out of the office.

NAME :		AUTHORIZATION:	
REASON (Circle)		DATE OUT	DATE IN
<input type="checkbox"/> SEMINAR			
<input type="checkbox"/> CONFERENCE			
<input type="checkbox"/> VACATION OR PTO			
<input type="checkbox"/> OTHER			
CC	Receptionist		
:			
	Personnel		

NAME :		AUTHORIZATION:	
REASON (Circle)		DATE OUT	DATE IN
<input type="checkbox"/> SEMINAR			
<input type="checkbox"/> CONFERENCE			
<input type="checkbox"/> VACATION OR PTO			
<input type="checkbox"/> OTHER			
CC :	Receptionist		
	Personnel		

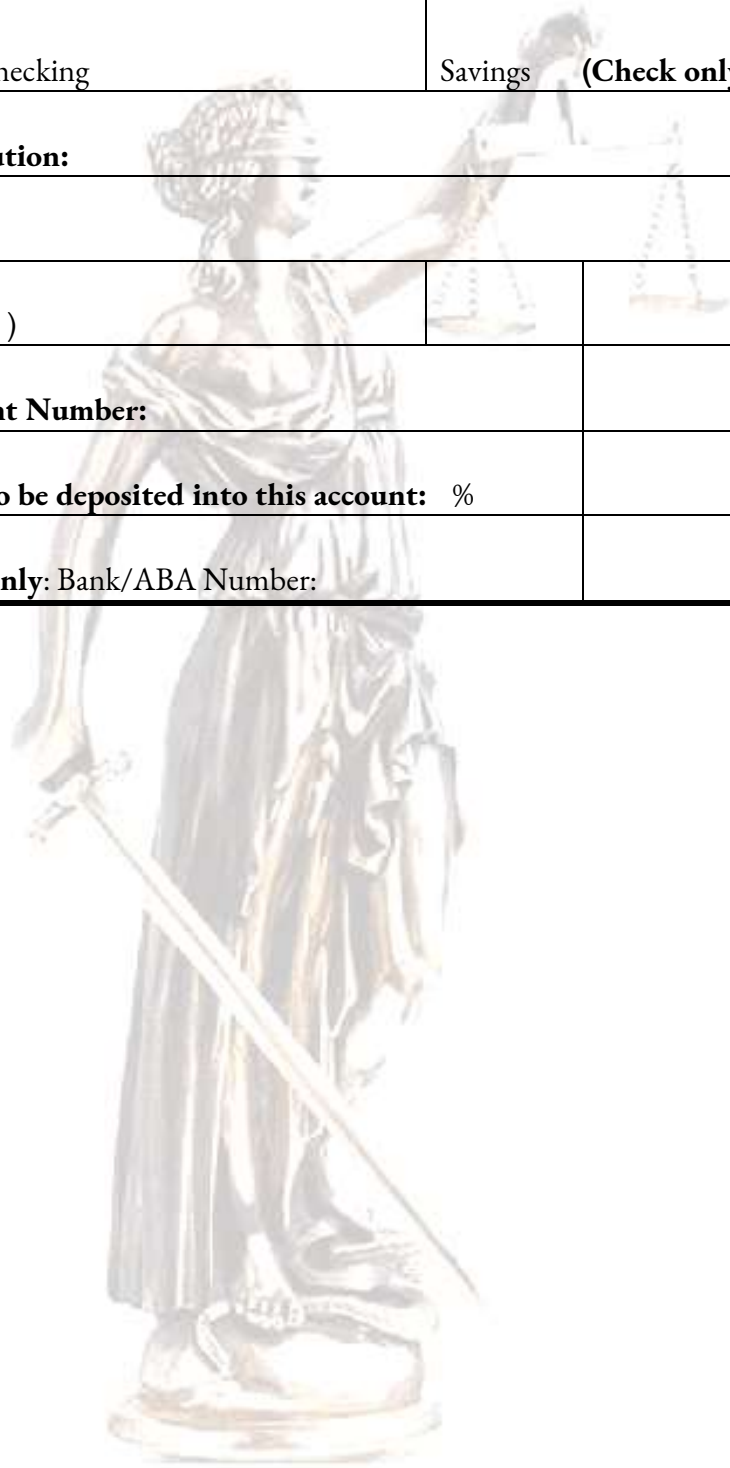
ELECTRONIC FUNDS TRANSFER AUTHORIZATION

I hereby authorize my employer to directly deposit my pay in the bank account(s) listed below in the percentages specified. (If two accounts are designated, deposits are to be made in whole percentages of pay to total 100%). I have attached a voided check or deposit slip for each account specified below. This authorization is to remain in force until the company has received written authorization from me of its termination or change.

Also, I grant [COMPANY] the right to correct any Electronic Funds Transfer resulting from an erroneous overpayment by debiting my account to the extent of such overpayment.

Name:			
Address:			
Telephone: ()			
Signature:		Date:	
Company Use Only:		Effective Date:	
Account #1	Checking	Savings	(Check only one)
Financial Institution:			
Address:			
Telephone: ()			
Personal Account Number:			
Percent of pay to be deposited into this account: %			

Company Use Only: Bank/ABA Number:		
Account #2	Checking	Savings (Check only one)
Financial Institution:		
Address:		
Telephone:	()	
Personal Account Number:		
Percent of pay to be deposited into this account: %		
Company Use Only: Bank/ABA Number:		



EMPLOYEE EMERGENCY NOTIFICATION FORM

In the event of an emergency, I the undersigned employee, authorize [Name of your company] (the “Company”) to notify the following person:

Name:	
Phone Number:	
Address:	
Relationship to Employee:	
In the event you are unable to notify such person, the Company’s authorized to notify:	
Name:	
Phone Number:	
Address:	
Relationship to Employee:	

I understand and agree that the Company will have no obligation or liability to notify such persons.

Date: _____

Employee Signature

Printed Employee Name



EMPLOYMENT REFERENCE RELEASE

This Agreement ("Agreement") is made and effective this [Date],

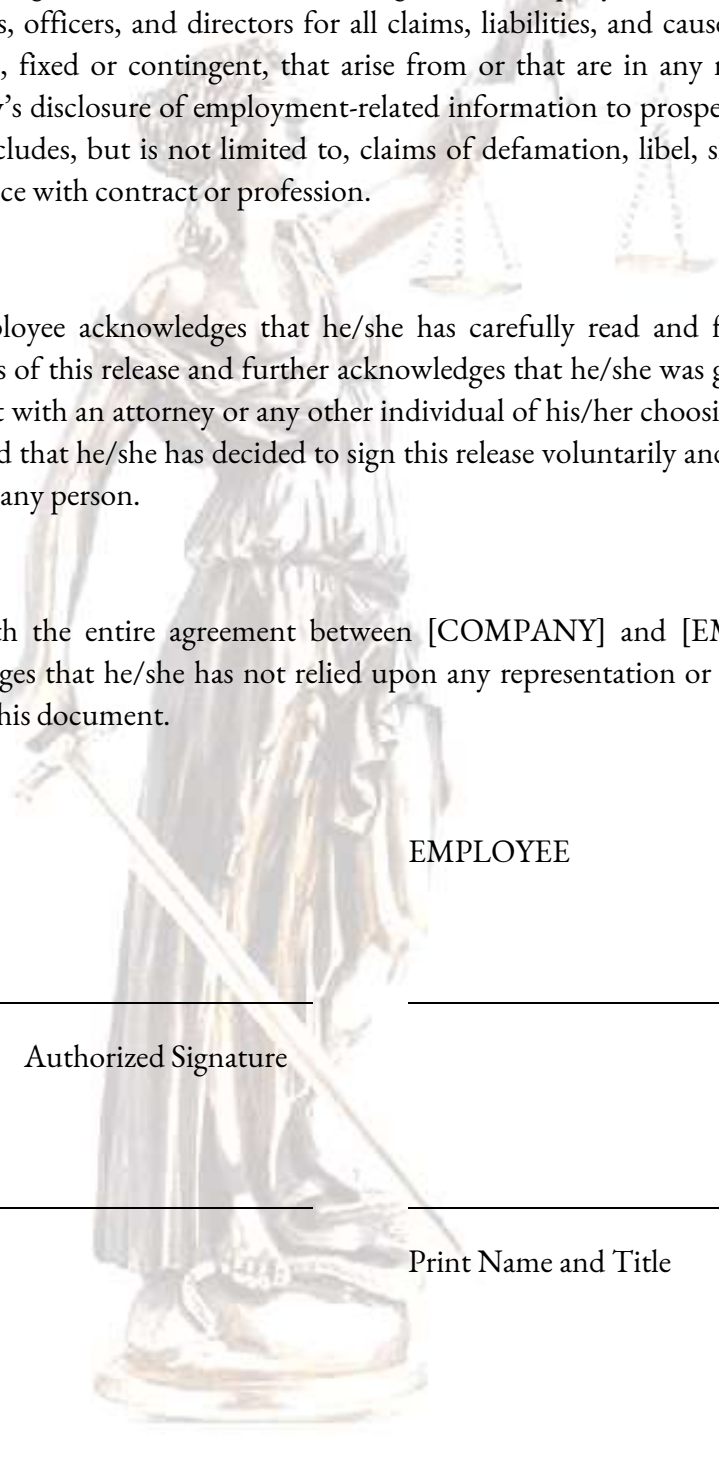
BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. TERMS

- a. The Employee acknowledges that he/she has been informed that it is Company's general policy to disclose in response to a prospective employer's request only the following information about current or former employees: (1) the dates of employment, (2) descriptions of the jobs performed, and (3) salary or wage rates.
- b. By signing this release, the Employee is voluntarily requesting that Company depart from this general policy in responding to reference requests from any prospective employer that may be considering the Employee for employment. The Employee authorizes the Company to disclose to such prospective employers any employment-related information that Company, in its sole discretion and judgment, may determine is appropriate to disclose, including any personal comments, evaluations, or assessments that Company may have about Employee's performance or behavior as an employee.

- 
- c. In exchange for Company's agreement to depart from its general policy and to disclose additional employment-related information pursuant to the Employee request, the Employee agrees to release and discharge the Company and Company's successors, employees, officers, and directors for all claims, liabilities, and causes of action, know or unknown, fixed or contingent, that arise from or that are in any manner connected to Company's disclosure of employment-related information to prospective employers. This release includes, but is not limited to, claims of defamation, libel, slander, negligence, or interference with contract or profession.

 - d. The Employee acknowledges that he/she has carefully read and fully understands the provisions of this release and further acknowledges that he/she was given the opportunity to consult with an attorney or any other individual of his/her choosing before signing this release and that he/she has decided to sign this release voluntarily and without coercion or duress by any person.

This release sets forth the entire agreement between [COMPANY] and [EMPLOYEE], and the Employee acknowledges that he/she has not relied upon any representation or statement, written or oral, not set forth in this document.

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes [Company name] to deduct \$ _____ from my gross earnings each payroll period beginning, the following:

In payment for:	Amount:
_____ Credit Union	\$ _____
_____ Employee Savings Plan	\$ _____
_____ Pension Plan	\$ _____
_____ Union Dues	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total \$ _____

Signature _____ **Date** _____

Print Name _____

Social Security Number _____

(Please keep a copy of this for your records.)



SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [Employee NAME] (the "Employee"), an individual with his main address at:

AND: [Company NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. TERMS

The Employee hereby authorizes Company to release information to prospective employers regarding his employment with this company, including but not limited to, dates of employment, salary history, employment history, disciplinary actions, attendance record, performance, and employment related documents.

The Employee hereby releases his former and prospective employers, their employees, agents, officers, directors and affiliates from any and all liability for damages of whatever kind, which may at any time result to Employee, his family or associates, because of compliance with this authorization and request to release information or any attempt to comply with it.

This release is executed with full knowledge and understanding that the information to be provided is for the sole purpose of gaining employment, and shall remain in effect until such time as the Employee withdraws said release in writing to the company named above.

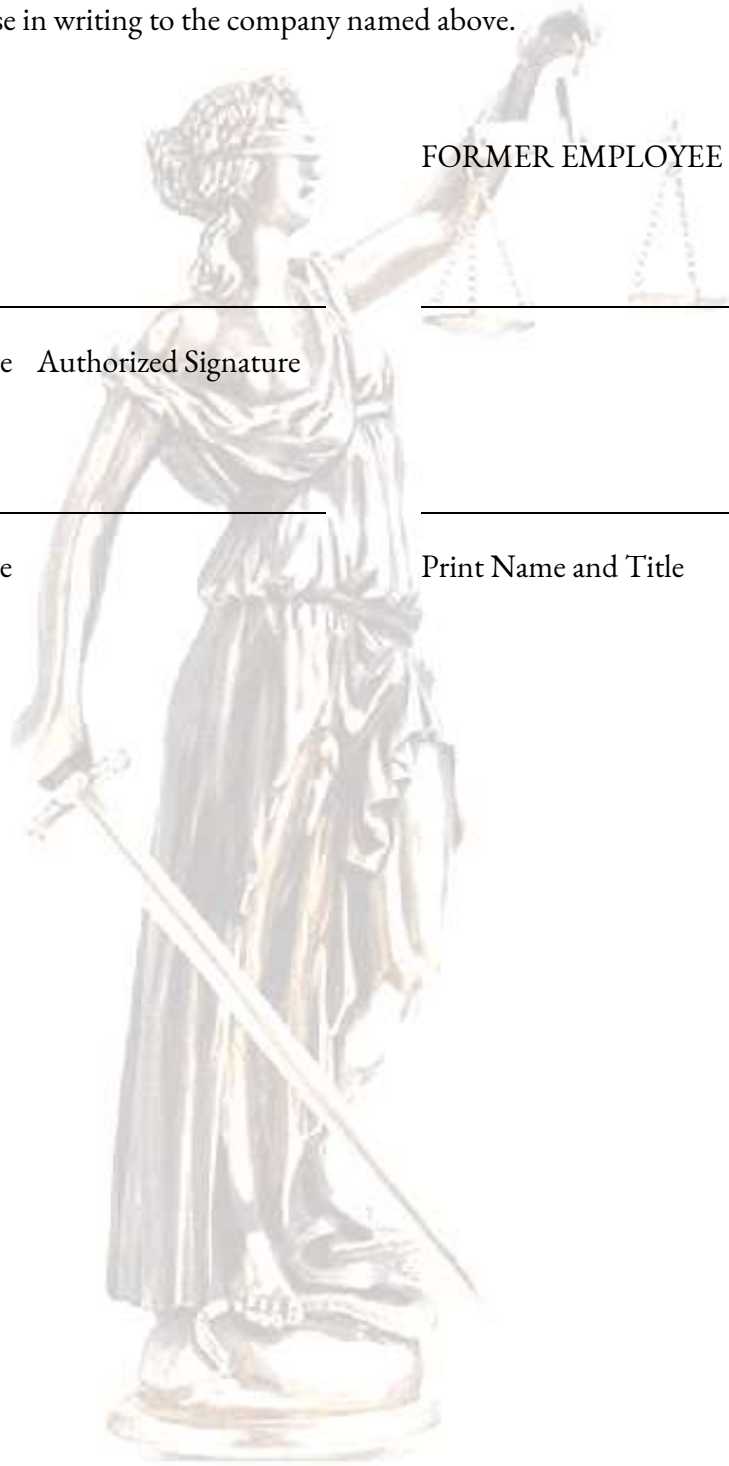
COMPANY

FORMER EMPLOYEE

Authorized Signature Authorized Signature

Print Name and Title

Print Name and Title



TUITION APPROVAL FOR REFUND REQUEST

Date:			
Name:		Employee No:	
Dept:		Job Title:	
School:		Cost:	
Course Taken:			
(One form per course)			
Date of Course:	of	From	to
Description of course and how it relates to job (including how taking this course will benefit the Company). Attach sheet for further description.			

I understand that if this request is approved and I am reimbursed for the tuition/course fee I have paid, that I will be expected to attend all classes and receive a grade of C or better. If I do not comply with these requirements, I must return the fees I have been paid.				
Employee Signature			Supervisor's approval	

FOR OFFICE USE ONLY:

Reimbursed Date:			
Check #:			
Initials:			
Account #:			

ONE SHEET PER COURSE

ATTACH COPY OF "STUDENT GRADE REPORT" OR CERTIFICATON OF COMPLETION

FORMATION OF A COMPANY: ARTICLES OF ASSOCIATION

These Articles of Association (the “Agreement”) is made and effective [DATE],

BETWEEN: [FIRST PARTNER NAME] (the “First Partner”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTNER NAME] (the “Second Partner”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

The parties agree to be partners under and by the name of [name of partnership association] and to engage in the business of [DESCRIBE], according to the following terms and provisions:

1. DURATION

The partnership association will commence on the execution of this agreement and continue for a period of [NUMBER] years, after which it may be continued for another period of [NUMBER] years, or for such time as the partners may then see fit.

2. CONTRIBUTION

Each of the partners is contributing the partner’s skill and labor to the partnership, and it is understood that each partner will be paid wages or a salary for such labor as the partner may perform.

3. WAGES OR SALARIES

The members of the partnership shall constitute the committee of the whole, which committee shall fix the wages or salaries to be paid.

4. MANAGING PARTNER

To conduct and manage the affairs of the partnership, [NAME] shall be managing partner. [NAME] shall have the full authority to conduct, manage, operate, and arrange all the business affairs of the partnership, to hire and fire other employees needed to carry on the business, determine the wages and make contracts with the employees, enter into other contracts in the name of and for the partnership, and in general do anything ordinarily done by the manager of a business.

5. BOOKS OF ACCOUNT

One member of the partnership shall keep the books of account, and these books shall be open to examination by any member at any reasonable time. Entries shall consist of all money received and expended in and about the business, as well as all equipment or other material purchased for the partnership with partnership funds, and all other matters involving money of the partnership.

6. DIVISION OF PROFITS

At the end of each year, or at such time as the committee of the whole may decide, the profits of the partnership shall be distributed in the following proportions: [DESCRIBE]. It is agreed, however, that the expenses of the business shall be borne equally and that all operating expenses shall be deducted before profit is determined.

7. AMENDMENTS

It is agreed that this partnership agreement may be amended at any time or from time to time in the judgment of the partners, but such amendments shall be formal and written and signed by all of the partners.

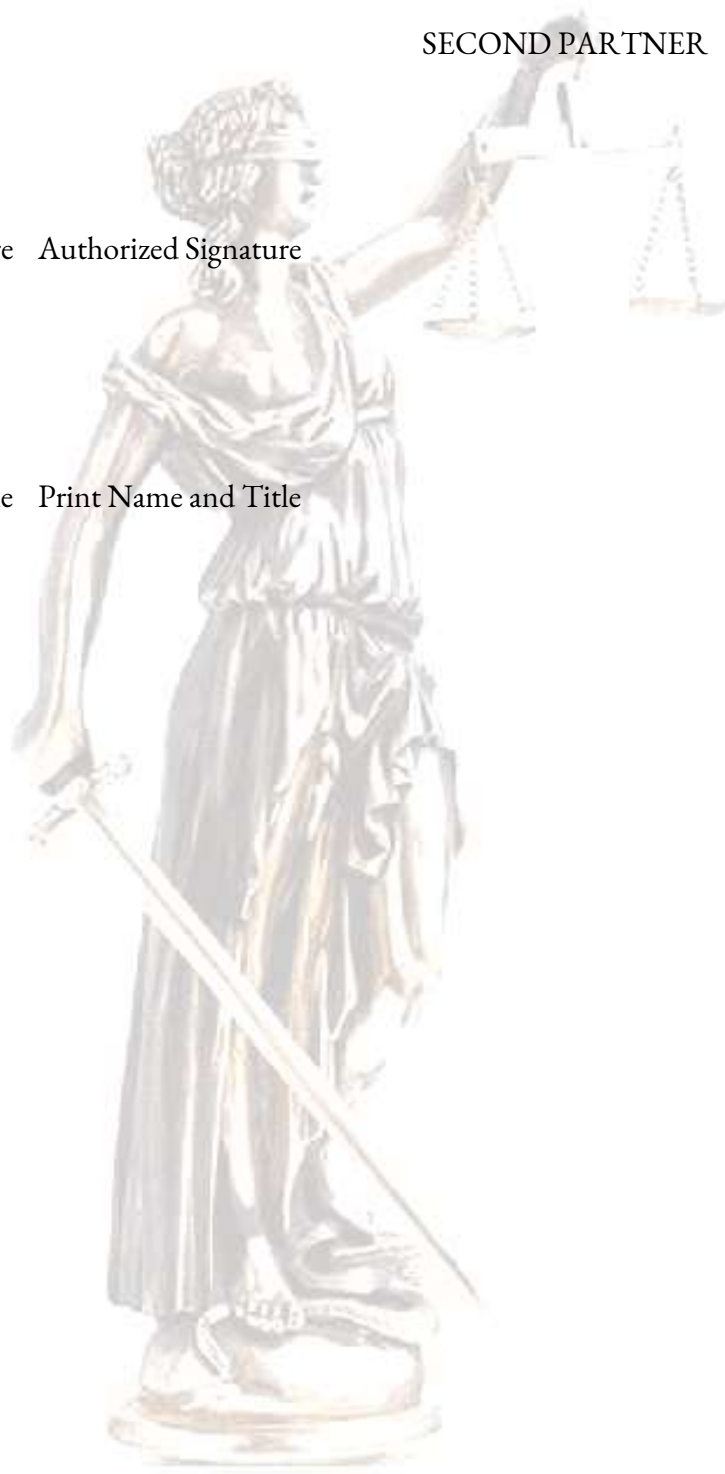
IN WITNESS WHEREOF, the parties have executed this agreement at [designate place of execution] the day and year first above written.

FIRST PARTNER

SECOND PARTNER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



ARTICLES OF INCORPORATION

These Articles of Incorporation (the "Agreement") are made and effective [DATE],

BY: [INCORPORATOR NAME] (the "Incorporator"), an individual / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [REGISTERED AGENTNAME] (the "Registered Agent"), an individual / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. ARTICLES OF INCORPORATION OF [CORPORATION NAME]

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of [STATE/PROVINCE].

2. NAME

The name of the corporation shall be:

3. NATURE OF BUSINESS

This corporation may engage in or transact any and all lawful activities or business permitted under the laws of [COUNTRY], the State of [STATE/PROVINCE], or any other state, county, territory or nation.

4. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is [NUMBER] shares of common stock having a par value of [VALUE] per share.

5. ADDRESS

The street address of the initial registered office of the corporation shall be: [ADDRESS] and the name of the initial Registered Agent for the corporation at that address is: [NAME]

6. SPECIAL PROVISIONS

The stock of this corporation is intended to qualify under the requirements of Section [NUMBER] of the [LAW OR CODE] and the regulations issued thereunder. Such actions as may be necessary shall be deemed to have been taken by the appropriate officers to accomplish this compliance.

7. TERM OF EXISTENCE

This corporation shall exist perpetually.

8. LIMITATION OF LIABILITY

Each director, stockholder and officer, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him in connection with the defense of, or for advice concerning any claim asserted or proceeding brought

against him by reason of his being or having been a director, stockholder or officer of the corporation or of any subsidiary of the corporation, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director, stockholder or officer may be entitled as a matter of law.

9. SELF DEALING

No contract or other transaction between the corporation and other corporations, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the corporation

is or are interested in a contract or transaction, or are directors or officers of any other corporation, and any director or directors, individually or jointly, may be a party or parties to, or may be interested in such contract, act or transaction, or in any way connected with such person or person's firm or corporation, and each and every person who may become a director of the corporation is hereby relieved from any liability that might otherwise exist from this contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested. Any director of the corporation may vote upon any transaction with the corporation without regard to the fact that he is also a director of such subsidiary or corporation.

This corporation shall have a minimum of [NUMBER] director(s). The initial Board of Directors shall consist of:

[NAME] and [FUNCTION]

[NAME] and [FUNCTION]

10. DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT

The Registered Agent agrees and accepts service of process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above designated address) in some conspicuous place in the office as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

INCORPORATOR

REGISTERED AGENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



ACKNOWLEDGMENT

State of [state]

County of [county]

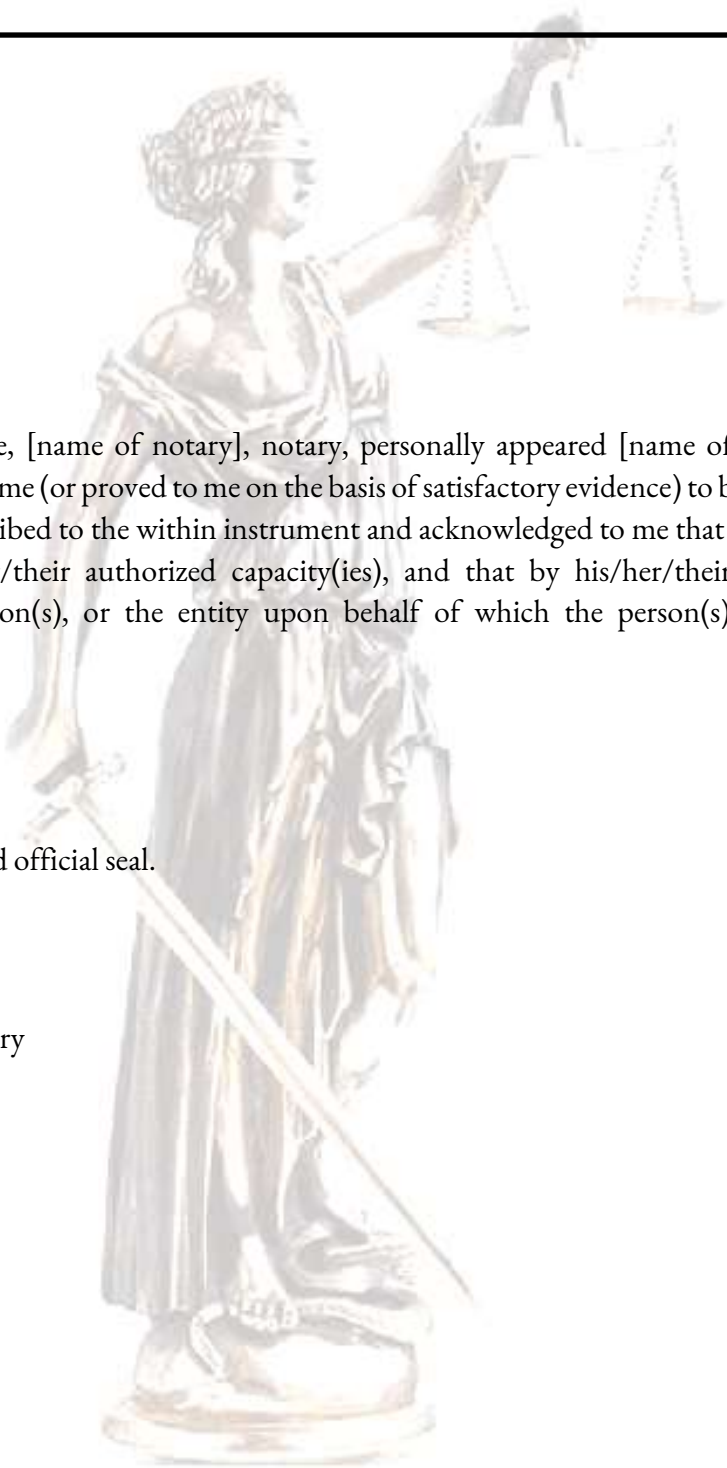
On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

Notary

(Seal)



ARTICLES OF INCORPORATION, NOT FOR PROFIT CORPORATION

These Articles of Incorporation (the “Agreement”) are made and effective [DATE],

BY: [FIRST INCORPORATOR NAME] (the “First Incorporator”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND INCORPORATOR NAME] (the “Second Incorporator”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

ARTICLES OF INCORPORATION OF [NFP CORPORATION NAME]

The undersigned, acting as incorporators of a corporation under the Not-for-Profit Corporation Act of the State of [NAME], adopt the following articles of incorporation for such corporation:

1. NAME OF THE CORPORATION

The name of the corporation, hereinafter referred to as the “Corporation” is [NAME].

2. PERIOD OF DURATION

The period of duration of the Corporation is perpetual.

3. PURPOSES OF THE CORPORATION

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt

organizations under section [number] of [Revenue Code OR LAW], or corresponding section of any future federal tax code. The Corporation may receive and administer funds for scientific, religious, educational, and charitable purposes, within the meaning of Section [number] of [Revenue Code OR LAW] and to that end, the Corporation is empowered to hold any property, or any undivided interest therein, without limitation as to amount or value; to dispose of any such property and to invest, reinvest, or deal with the principal or the income in such manner as, in the judgment of the directors, will best promote the purposes of the Corporation, without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, these Articles of Incorporation, the By-Laws of the Corporation, or any applicable laws, to do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its directors or officers except as permitted under the Not-for-Profit Corporation Law.

4. earnings

No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, officer of the Corporation, or any private individual, except that reasonable compensation may be paid for

services rendered to or for the Corporation affecting one or more of its purposes, and no member, trustee, officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in or intervene in, including the publication or distribution of statements, any political campaign on behalf of any candidate for public office.

5. DISSOLUTION

Upon the dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation shall be distributed exclusively to one or more charitable, religious, scientific, testing for public safety, literary, or educational organizations which would then qualify under the provisions of Section [NUMBER] of the [Revenue Code OR LAW] and its Regulations as they now exist or as they may be hereafter amended, or to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such

organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

6. QUALIFICATIONS FOR MEMBERS

The qualifications for members and the manner of their admissions shall be regulated by the By-laws.

7. ADDRESS OF THE CORPORATION

The initial street address in the state of [NAME] of the initial registered office of the Corporation is [LOCATION], and the name of the initial registered agent at such address is [NAME].

8. TERRITORY

The territory in which the operations of the Corporation are principally to be conducted is [COUNTRY] and its territories and possessions, but the operations of the Corporation shall not be limited to such territory.

9. BOARD OF DIRECTORS

The initial board of directors shall consist of at least three (3) members, who need not be residents of the state of [NAME].

10. ELECTION OF DIRECTORS

The names and addresses of the persons who shall serve as directors until the first annual meeting of members, or until their successors shall have been elected and qualified, are as follows:

[DESCRIBE]

11. INCORPORATORS

The names and addresses of the initial incorporators are as follows:

[NAMES]

IN WITNESS WHEREOF, the undersigned have made and subscribed to these Articles of Incorporation at [LOCATION] on [DATE].

FIRST INCORPORATOR

SECOND INCORPORATOR

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



ASSIGNMENT OF SHARES

This Assignment of Shares (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. For value received, which is acknowledged, the Assignor hereby assigns all interest and benefit to Assignee in the [CLASS] shares of [CORPORATION NAME] evidenced by Share Certificate No(s). [NUMBER(S)] (the "Shares").
2. The Assignor warrants the Assignee that the Shares are fully paid-up and that the Assignor owns the Shares free and clear of all encumbrances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

BY-LAWS OF [CORPORATION]

These By-Laws of [CORPORATION] (the “Agreement”) are made and effective [DATE].

1. CORPORATE OFFICES

1.1. Principal Office

The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of [STATE/PROVINCE]. If the principal executive office is located outside [STATE/PROVINCE] and the corporation has one or more business offices in [STATE/PROVINCE], then the Board of Directors shall fix and designate a principal business office in [STATE/PROVINCE].

1.2. Other Offices

The Board of Directors may at any time establish branch or subordinate offices at any place or places.

2. MEETINGS OF SHAREHOLDERS

2.1. Place Of Meetings

Meetings of shareholders shall be held at any place within or outside the State of [STATE/PROVINCE] designated by the Board of Directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation or at any place consented to in writing by all persons entitled to vote at such meeting, given before or after the meeting and filed with the Secretary of the corporation.

2.2. Annual Meeting

An annual meeting of shareholders shall be held each year on a date and at a time designated by the Board of Directors. At that meeting, directors shall be elected. Any other proper business may be transacted at the annual meeting of shareholders.

2.3. Special Meetings

Special meetings of the shareholders may be called at any time, subject to the provisions of Sections 2.4 and 2.5 of these By-Laws, by the Board of Directors, the Chairman of the Board, the President or the holders of shares entitled to cast not less than [%] of the votes at that meeting.

If a special meeting is called by anyone other than the Board of Directors or the President or the Chairman of the Board, then the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by other written communication to the Chairman of the Board, the President, any Vice President or the Secretary of the corporation. The officer receiving the request forthwith shall cause notice to be given to the shareholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of these By-Laws, that a meeting will be held at the time requested by the person or persons calling the meeting, so long as that time is not less than [NUMBER] nor more than [NUMBER] days after the receipt of the request. If the notice is not given within [NUMBER] days after receipt of the request, then the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the Board of Directors may be held.

2.4. Notice Of Shareholders' Meetings

All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 2.5 of these By-Laws not less than [NUMBER] (or, if sent by third-class mail pursuant to Section 2.5 of these By-Laws, not less than [NUMBER] nor more than [NUMBER] days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and no business other than that specified in the notice may be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of the mailing of the notice, intends to present for action by the shareholders, but, subject to the provisions of the next paragraph of this Section 2.4, any proper matter may be presented at the meeting for such action. The notice of any meeting at which Directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by the Board for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, (ii) an amendment of the Articles of Incorporation, pursuant to Section 902 of the Code, (iii) a reorganization of the corporation, (iv) a voluntary dissolution of the corporation, or (v) a distribution in dissolution other than in accordance with the rights of any outstanding preferred shares, then the notice shall also state the general nature of that proposal.

2.5. Manner Of Giving Notice; Affidavit Of Notice

Notice of a shareholders' meeting shall be given either personally or by first-class mail, or, if the corporation has outstanding shares held of record by [NUMBER] or more persons on the record date for the shareholders' meeting, notice may be sent by third-class mail, or other means of written communication, addressed to the shareholder at the address of the shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

If any notice (or any report referenced in Article VII of these By-Laws) addressed to a shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the [COUNTRY] Postal Service marked to indicate that the [COUNTRY] Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the shareholder upon written demand of the shareholder at the principal executive office of the corporation for a period of [NUMBER] year from the date of the giving of the notice.

An affidavit of mailing of any notice or report in accordance with the provisions of this Section 2.5, executed by the Secretary, Assistant Secretary or any transfer agent, shall be prima facie evidence of the giving of the notice or report.

2.6. Quorum

Unless otherwise provided in the Articles of Incorporation of the corporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in the last sentence of the preceding paragraph.

2.7. Adjourned Meeting; Notice

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if its time and place are announced at the meeting at which the adjournment is taken. However, if the adjournment is for more than [NUMBER] days from the date set for the original meeting or if a new record date for the adjourned meeting is fixed, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 2.4 and 2.5 of these By-Laws. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

2.8. Voting

The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 2.11 of these By-Laws. Elections for directors and voting on any other matter at a shareholders' meeting need not be by ballot unless a shareholder demands election by ballot at the meeting and before the voting begins.

Except as provided in the last paragraph of this Section 2.8, or as may be otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one vote on

each matter submitted to a vote of the shareholders. Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or may vote them against the proposal other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares which the shareholder is entitled to vote. The affirmative vote of the majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Code or by the Articles of Incorporation.

At a shareholders' meeting at which directors are to be elected, a shareholder shall be entitled to cumulate votes either (i) by giving one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled or (ii) by distributing the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit, if the candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such a notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination. The candidates receiving the highest number of affirmative votes, up to the number of directors to be elected, shall be elected; votes against any candidate and votes withheld shall have no legal effect.

2.9. Validation Of Meetings; Waiver Of Notice; Consent

The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, are as valid as though they had been taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. Neither the business to be transacted at nor the purpose of any annual or special meeting of shareholders need be specified in any written waiver of notice or consent to the holding of the meeting or approval of the minutes thereof, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 2.4 of these By-Laws, the waiver of notice or consent or approval shall state the general nature of the proposal. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of and presence at that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business

because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by the Code to be included in the notice of such meeting but not so included, if such objection is expressly made at the meeting.

2.10. Shareholder Action By Written Consent Without A Meeting

Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors. However, a director may be elected at any time to fill any vacancy on the Board of Directors, provided that it was not created by removal of a director and that it has not been filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors.

All such consents shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxy holders, may revoke the consent by a writing received by the Secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, the Secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 2.5 of these By-Laws. In the case of approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, (ii) indemnification of a corporate agent, (iii) a reorganization of the corporation, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, the notice shall be given at least [NUMBER] days before the consummation of any action authorized by that approval, unless the consents of all shareholders entitled to vote have been solicited in writing.

2.11. Record Date For Shareholder Notice; Voting; Giving Consents

In order that the corporation may determine the shareholders entitled to notice of any meeting or to vote, the Board of Directors may fix, in advance, a record date, which shall not be more than [NUMBER] days nor less than [NUMBER] days prior to the date of such meeting nor more than [NUMBER] days before any other action. Shareholders at the close of business on the record date are entitled to notice and to vote, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation or the Code.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record date if the meeting is adjourned for more than [NUMBER] days from the date set for the original meeting.

If the Board of Directors does not so fix a record date:

- i. The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.
- ii. The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action by the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the [NUMBER] day prior to the date of such other action, whichever is later.

The record date for any other purpose shall be as provided in Section 8.1 of these By-Laws.

2.12. Proxies

Every person is entitled to vote for directors, or on any other matter, shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and

filed with the Secretary of the corporation. A proxy shall be deemed signed if the shareholder's name or other authorization is placed on the proxy (whether by manual signature, typewriting, telegraphic or electronic transmission or otherwise) by the shareholder or the shareholder's attorney-in-fact.

A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) the person who executed the proxy revokes it prior to the time of voting by delivering a writing to the corporation stating that the proxy is revoked or by executing a subsequent proxy and presenting it to the meeting or by attendance at such meeting and voting in person, or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of [NUMBER] months from the date thereof, unless otherwise provided in the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed.

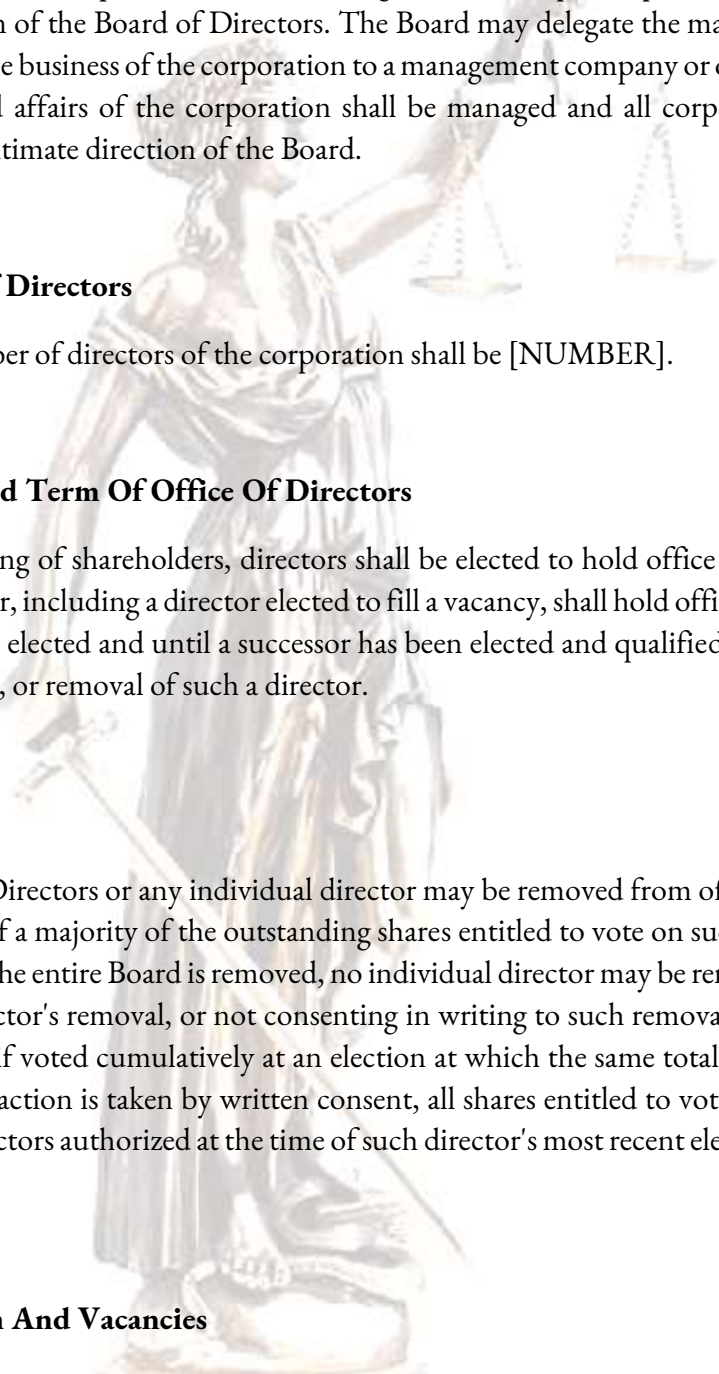
2.13. Inspectors Of Election

In advance of any meeting of shareholders, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed or designated or if any persons so appointed fail to appear or refuse to act, then the Chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election (or persons to replace those who so fail to appear) at the meeting. The number of inspectors shall be either [NUMBER] or [NUMBER]. If appointed at a meeting on the request of [NUMBER] or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether [NUMBER] or [NUMBER] inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

3. DIRECTORS

3.1. Powers



Subject to the provisions of the Code and any limitations in the Articles of Incorporation and these By-Laws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

3.2. Number Of Directors

The authorized number of directors of the corporation shall be [NUMBER].

3.3. Election And Term Of Office Of Directors

At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation, or removal of such a director.

3.4. Removal

The entire Board of Directors or any individual director may be removed from office without cause by the affirmative vote of a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election at which the same total number of votes cast were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

3.5. Resignation And Vacancies

Any director may resign effective upon giving oral or written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for the

effectiveness of such resignation. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

Vacancies on the Board of Directors may be filled by a majority of the remaining directors, or if the number of directors then in office is less than a quorum by (i) unanimous written consent of the directors then in office, (ii) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice, or (iii) a sole remaining director; however, a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum), or by the unanimous written consent of all shares entitled to vote thereon. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified, or until his or her death, resignation or removal.

A vacancy or vacancies in the Board of Directors shall be deemed to exist (i) in the event of the death, resignation or removal of any director, (ii) if the Board of Directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, (iii) if the authorized number of directors is increased, or (iv) if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be elected at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent, other than to fill a vacancy created by removal, shall require the consent of the holders of a majority of the outstanding shares entitled to vote thereon. A director may not be elected by written consent to fill a vacancy created by removal except by unanimous consent of all shares entitled to vote for the election of directors.

3.6. Place Of Meetings; Meetings By Telephone

Regular meetings of the Board of Directors may be held at any place within or outside the State of [STATE/PROVINCE] that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board may be held at any place within or outside the State of [STATE/PROVINCE] that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the corporation.

Members of the Board may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all directors participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

3.7. Regular Meetings

Regular meetings of the Board of Directors may be held without notice if the time and place of such meetings are fixed by the Board of Directors.

3.8. Special Meetings; Notice

Subject to the provisions of the following paragraph, special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any [NUMBER] directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail, telegram, charges prepaid, or by telecopier, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the [COUNTRY] mail at least [NUMBER] days before the time of the holding of the meeting. If the notice is delivered personally or by telephone or by telecopier or telegram, it shall be delivered personally or by telephone or by telecopier or to the telegraph company at least [NUMBER] hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting.

3.9. Quorum

A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 3.11 of these By-Laws. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, subject to the provisions of [SPECIFY] (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), [SECTION OF

CODE OR LAW] (as to appointment of committees), [SECTION OF CODE OR LAW] (as to indemnification of directors), the Articles of Incorporation, and other applicable law.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

3.10. Waiver Of Notice

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A waiver of notice need not specify the purpose of any regular or special meeting of the Board of Directors.

3.11. Adjournment

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

3.12. Notice Of Adjournment

If the meeting is adjourned for more than [NUMBER] hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

3.13. Board Action By Written Consent Without A Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

3.14. Fees And Compensation Of Directors

Directors and members of committees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by resolution of the Board of Directors. This Section 3.14 shall not be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation for those services.

3.15. Approval Of Loans To Officers

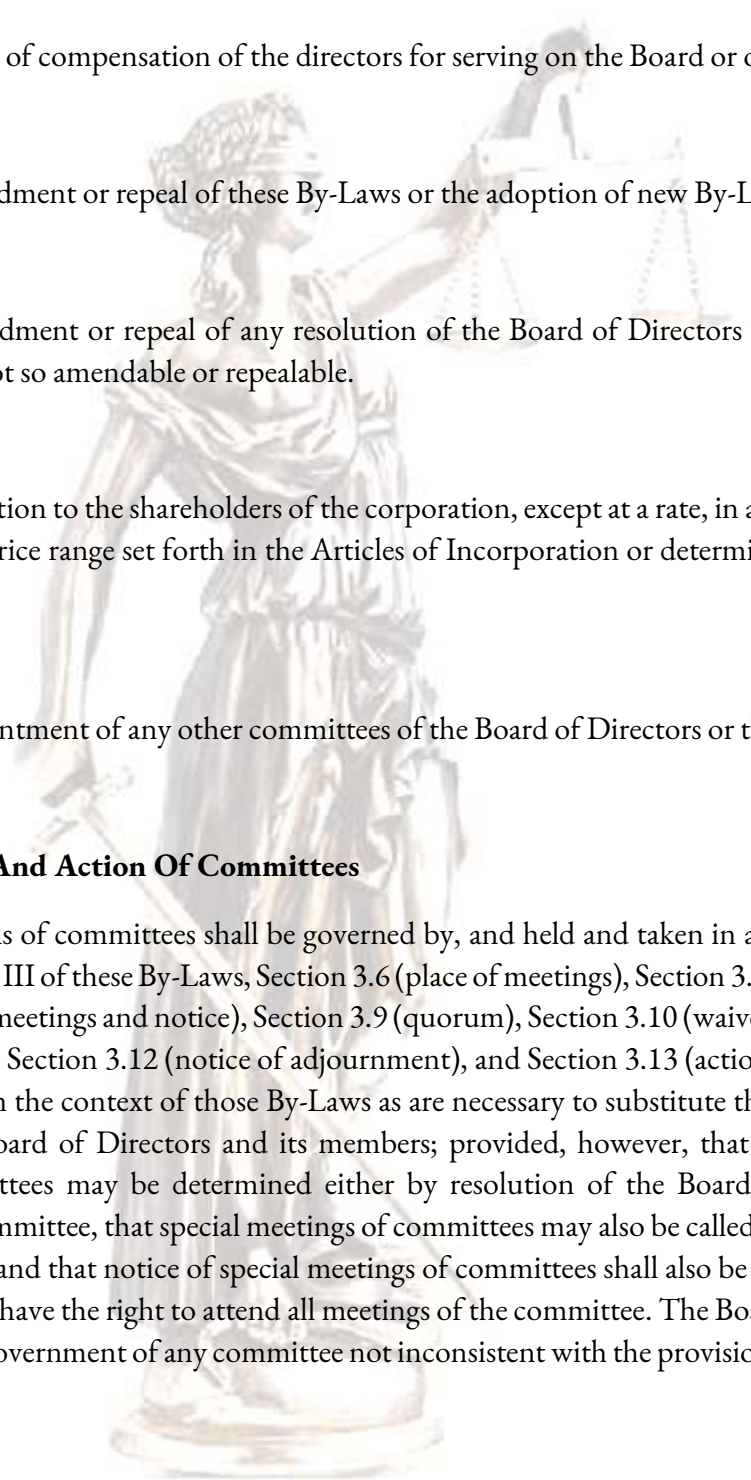
If these By-Laws have been approved by the corporation's shareholders in accordance with the Code, the corporation may, upon the approval of the Board of Directors alone, make loans of money or property to, or guarantee the obligations of, any officer of the corporation or of its parent, if any, whether or not a director, or adopt an employee benefit plan or plans authorizing such loans or guaranties provided that (i) the Board of Directors determines that such a loan or guaranty or plan may reasonably be expected to benefit the corporation, (ii) the corporation has outstanding shares held of record by [NUMBER] or more persons (determined as provided in [SECTION OF CODE]) on the date of approval by the Board of Directors, and (iii) the approval of the Board of Directors is by a vote sufficient without counting the vote of any interested director or directors. Notwithstanding the foregoing, the corporation shall have the power to make loans permitted by the Code.

4. COMMITTEES

4.1. Committees Of Directors

The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of [NUMBER] or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized number of directors. Any such committee shall have authority to act in the manner and to the extent provided in the resolution of the Board and may have all the authority of the Board, except with respect to:

- viii. The approval of any action which, under the Code, also requires shareholders' approval or approval of the outstanding shares.

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- ix. The filling of vacancies on the Board of Directors or in any committee.
 - x. The fixing of compensation of the directors for serving on the Board or on any committee.
 - xi. The amendment or repeal of these By-Laws or the adoption of new By-Laws.
 - xii. The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable.
 - xiii. A distribution to the shareholders of the corporation, except at a rate, in a periodic amount or within a price range set forth in the Articles of Incorporation or determined by the Board of Directors.
 - xiv. The appointment of any other committees of the Board of Directors or the members thereof.

4.2. Meetings And Action Of Committees

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these By-Laws, Section 3.6 (place of meetings), Section 3.7 (regular meetings), Section 3.8 (special meetings and notice), Section 3.9 (quorum), Section 3.10 (waiver of notice), Section 3.11 (adjournment), Section 3.12 (notice of adjournment), and Section 3.13 (action without meeting), with such changes in the context of those By-Laws as are necessary to substitute the committee and its members for the Board of Directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the Board of Directors, and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these By-Laws.

5. OFFICERS

5.1. Officers

The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3 of these By-Laws. Any number of offices may be held by the same person.

5.2. Appointment Of Officers

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5 of these By-Laws, shall be chosen by the Board and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

5.3. Subordinate Officers

The Board of Directors may appoint, or may empower the Chairman of the Board or the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

5.4. Removal And Resignation Of Officers

Subject to the rights, if any, of an officer under any contract of employment, all officers serve at the pleasure of the Board of Directors and any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting of the Board or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5. Vacancies In Offices

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to that office.

5.6. Chairman Of The Board

The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors or as may be prescribed by these By-Laws. If there is no President, then the Chairman of the Board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 5.7 of these By-Laws.

5.7. President

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the corporation. The President shall preside at all meetings of the shareholders and, in the absence or nonexistence of a Chairman of the Board, at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws.

5.8. Vice Presidents

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a Vice President designated by the Board of Directors, shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these By-Laws, the President or the Chairman of the Board.

5.9. Secretary

The Secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of

Directors, committees of directors and shareholders. The minutes shall show the time and place of each meeting, whether regular or special, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation. The Secretary shall give notice of all meetings of the shareholders and of the Board of Directors required to be given by law or by these By-Laws. The Secretary shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-Laws.

5.10. Chief Financial Officer

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares.

The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-Laws.

6. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

6.1. Indemnification Of Directors

The corporation shall, to the maximum extent and in the manner permitted by the Code, indemnify each of its directors against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in [SECTION OF CODE OR LAW]), arising by reason of the fact that such person is or was a director of the corporation. For purposes of this Article VI, a director of the corporation includes any person (i) who is or was a director of the corporation, (ii) who is or was serving at the request of the corporation as a director of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was a director of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.2. Indemnification Of Others

The corporation shall have the power, to the extent and in the manner permitted by the Code, to indemnify each of its employees, officers, and agents (other than directors) against expenses (as defined in [SECTION OF CODE OR LAW]), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined [SECTION OF CODE OR LAW]), arising by reason of the fact that such person is or was an employee, officer, or agent of the corporation. For purposes of this Article VI, an employee or officer or agent of the corporation (other than a director) includes any person (i) who is or was an employee, officer, or agent of the corporation, (ii) who is or was serving at the request of the corporation as an employee, officer, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was an employee, officer, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.3. Payment Of Expenses In Advance

Expenses and attorneys' fees incurred in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Section 6.1, or if otherwise authorized by the Board of Directors, shall be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

6.4. Indemnity Not Exclusive

The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of shareholders or directors or otherwise, both as to action in an official capacity and as to action in another

capacity while holding such office. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

6.5. Insurance Indemnification

The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against or incurred by such person in such capacity or arising out of that person's status as such, whether or not the corporation would have the power to indemnify that person against such liability under the provisions of this Article VI.

6.6. Conflicts

No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears:

- iii. That it would be inconsistent with a provision of the Articles of Incorporation, these By-Laws, a resolution of the shareholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- iv. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

6.7. Right To Bring Suit

If a claim under this Article is not paid in full by the corporation within [NUMBER] days after a written claim has been received by the corporation (either because the claim is denied or because no determination is made), the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. The corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Code for the corporation to indemnify the claimant for the claim. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that

indemnification of the claimant is permissible in the circumstances because he or she has met the applicable standard of conduct, if any, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

6.8. Indemnity Agreements

The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board of Directors so determines and to the extent permitted by applicable law, greater than, those provided for in this Article VI.

6.9. Amendment, Repeal Or Modification

Any amendment, repeal or modification of any provision of this Article VI shall not adversely affect any right or protection of a director or agent of the corporation existing at the time of such amendment, repeal or modification.

7. RECORDS AND REPORTS

7.1. Maintenance And Inspection Of Share Register

The corporation shall keep either at its principal executive office or at the office of its transfer agent or registrar (if either be appointed), as determined by resolution of the Board of Directors, a record of its shareholders listing the names and addresses of all shareholders and the number and class of shares held by each shareholder.

The record of shareholders shall also be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate.

A shareholder or shareholders of the corporation holding at least [%] in the aggregate of the outstanding voting shares of the corporation or who hold at least [%] of such voting shares and have filed a Schedule [IDENTIFY] with the [GOVERNMENT AGENCY] relating to the election of directors, shall have an absolute right to do either or both of the following (i) inspect and copy the record of shareholders' names, addresses, and shareholdings during usual business hours upon [NUMBER] days' prior written demand upon the corporation, or (ii) obtain from the transfer agent for the corporation, upon written demand and upon the tender of such transfer agent's usual charges for such list (the amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The list shall be made available on or before the later of [NUMBER] business days after the demand is received or the date specified therein as the date as of which the list is to be compiled.

Any inspection and copying under this Section 7.1 may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

7.2. Maintenance And Inspection Of By-Laws

The corporation shall keep at its principal executive office or, if its principal executive office is not in the State of [STATE/PROVINCE], at its principal business office in [STATE/PROVINCE], the original or a copy of these By-Laws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of [STATE/PROVINCE] and the corporation has no principal business office in such state, then it shall, upon the written request of any shareholder, furnish to such shareholder a copy of these By-Laws as amended to date.

7.3. Maintenance And Inspection Of Other Corporate Records

The accounting books and records and the minutes of proceedings of the shareholders and the Board of Directors, and committees of the Board of Directors shall be kept at such place or places as are designated by the Board of Directors or, in absence of such designation, at the principal executive office of the

corporation. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

The minutes and accounting books and records shall be open to inspection upon the written demand on the corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as the holder of a voting trust certificate. Such inspection by a shareholder or holder of a voting trust certificate may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts. Such rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

7.4. Inspection By Directors

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation and each of its subsidiary corporations, domestic or foreign. Such inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts.

7.5. Annual Report To Shareholders; Waiver

The Board of Directors shall cause an annual report to be sent to the shareholders not later than [NUMBER] days after the close of the fiscal year adopted by the corporation. Such report shall be sent to the shareholders at least [NUMBER] (or, if sent by third-class mail, [NUMBER]) days prior to the annual meeting of shareholders to be held during the next fiscal year and in the manner specified in Section 2.5 of these By-Laws for giving notice to shareholders of the corporation.

The annual report shall contain a balance sheet as of the end of the fiscal year and an income statement and statement of changes in financial position for the fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that the statements were prepared without audit from the books and records of the corporation.

The foregoing requirement of an annual report shall be waived so long as the shares of the corporation are held by fewer than [NUMBER] holders of record.

7.6. Financial Statements

If no annual report for the fiscal year has been sent to shareholders, then the corporation shall, upon the written request of any shareholder made more than [NUMBER] days after the close of such fiscal year, deliver or mail to the person making the request, within [NUMBER] days thereafter, a copy of a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

A shareholder or shareholders holding at least [%] of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than [NUMBER] days prior to the date of the request and a balance sheet of the corporation as of the end of that period. The statements shall be delivered or mailed to the person making the request within [NUMBER] days thereafter. A copy of the statements shall be kept on file in the principal office of the corporation for [NUMBER] months and it shall be exhibited at all reasonable times to any shareholder demanding an examination of the statements or a copy shall be mailed to the shareholder. If the corporation has not sent to the shareholders its annual report for the last fiscal year, the statements referred to in the first paragraph of this Section 7.6 shall likewise be delivered or mailed to the shareholder or shareholders within [NUMBER] days after the request.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that the financial statements were prepared without audit from the books and records of the corporation.

7.7. Representation Of Shares Of Other Corporations

The Chairman of the Board, the President, any Vice President, the Chief Financial Officer, the Secretary or Assistant Secretary of this corporation, or any other person authorized by the Board of Directors or the President or a Vice President, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

8. GENERAL MATTERS

8.1. Record Date For Purposes Other Than Notice And Voting

For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than with respect to notice or voting at a shareholders meeting or action by shareholders by written consent without a meeting), the Board of Directors may fix, in advance, a record date, which shall not be more than [NUMBER] days prior to any such action. Only shareholders of record at the close of business on the record date are entitled to receive the dividend, distribution or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation or the Code.

If the Board of Directors does not so fix a record date, then the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto or the [NUMBER] day prior to the date of that action, whichever is later.

8.2. Checks; Drafts; Evidences Of Indebtedness

From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.3. Corporate Contracts And Instruments: How Executed

The Board of Directors, except as otherwise provided in these By-Laws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.4. Certificates For Shares

A certificate or certificates for shares of the corporation shall be issued to each shareholder when any of such shares are fully paid. The Board of Directors may authorize the issuance of certificates for shares partly paid provided that these certificates shall state the total amount of the consideration to be paid for them and the amount actually paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the Vice Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be by facsimile.

In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

8.5. Lost Certificates

Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation or its transfer agent or registrar and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed (as evidenced by a written affidavit or affirmation of such fact), authorize the issuance of replacement certificates on such terms and conditions as the Board may require; the Board may require indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

8.6. Construction; Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Code shall govern the construction of these By-Laws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term person includes both a corporation and a natural person.

9. AMENDMENTS

9.1. Amendment By Shareholders

New By-Laws may be adopted or these By-Laws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of Incorporation of the corporation set forth the number of authorized Directors of the corporation, then the authorized number of Directors may be changed only by an amendment of the Articles of Incorporation.

9.2. Amendment By Directors

Subject to the rights of the shareholders as provided in Section 9.1 of these By-Laws, By-Laws, other than a By-Law or an amendment of a By-Law changing the authorized number of directors (except to fix the authorized number of directors pursuant to a By-Law providing for a variable number of directors), may be adopted, amended or repealed by the Board of Directors.

9.3. Record Of Amendments

Whenever an amendment or new By-Law is adopted, it shall be copied in the book of minutes with the original By-Laws. If any By-Law is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

CERTIFICATION OF BY-LAWS

Reference in these By-Laws to any provision of the [STATE/PROVINCE] Corporations Code shall be deemed to include all amendments thereof.

I, the undersigned, do hereby certify:

4. That I am the duly elected and acting Secretary of [Name of Corporation], a [STATE/PROVINCE] corporation.
5. That the foregoing By-Laws constitute the By-Laws of said corporation as adopted by the Directors of said corporation by unanimous written consent at a duly called and held meeting of the Board of Directors on [DATE].
6. The foregoing By-Laws were also adopted by the shareholders of said corporation by unanimous written consent at a duly called and held meeting of the shareholders on [DATE].

IN WITNESS WHEREOF, I have hereunto subscribed my name this [DAY] of [DATE].

SECRETARY

Authorized Signature

Print Name and Title

BY-LAWS OF [NOT FOR PROFIT CORPORATION]

These By-Laws of [NFP CORPORATION] (the “Agreement”) are made and effective [DATE].

1. ORGANIZATION

- A. The name of the organization shall be [NAME].
- B. The organization may at its pleasure by a vote of the membership body change its name.

2. PURPOSES

The following are the purposes for which this organization has been organized: [DESCRIBE]

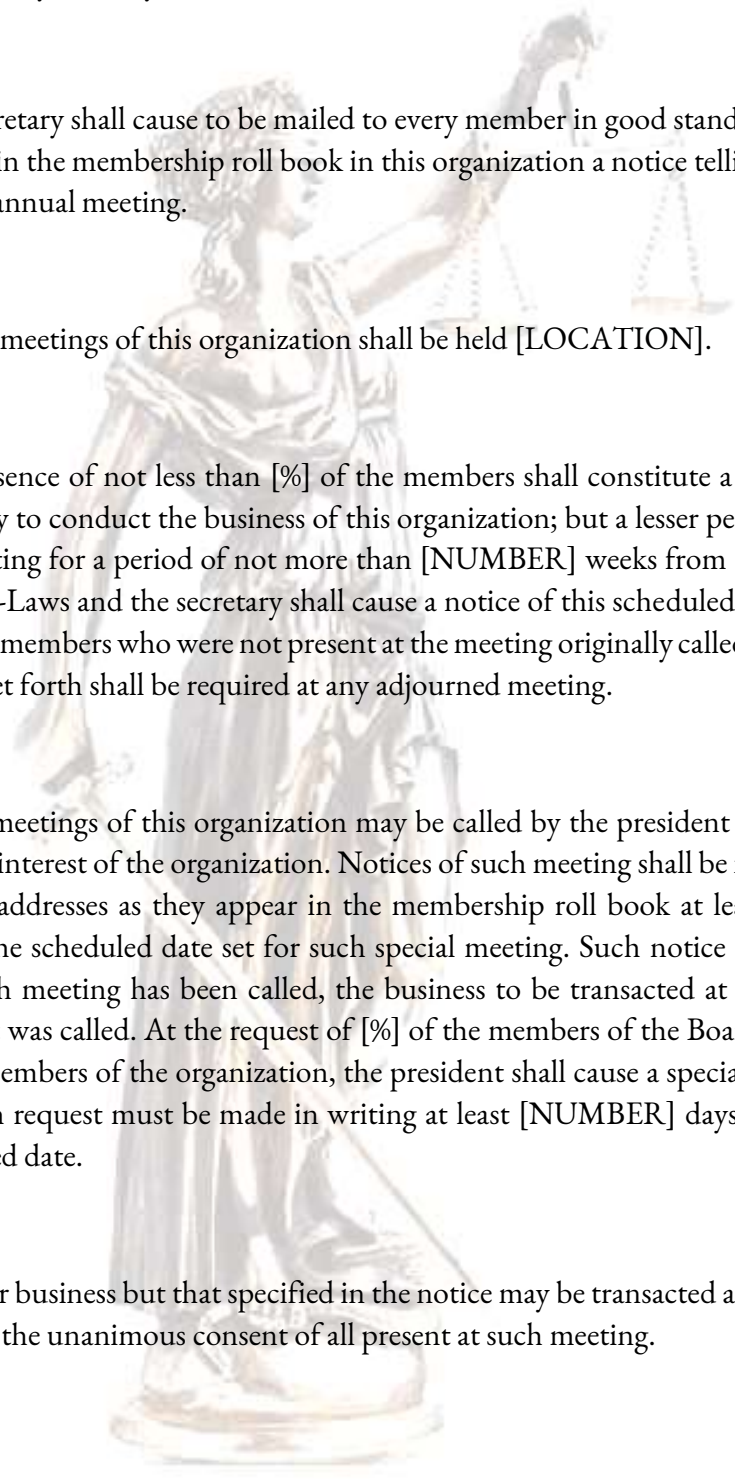
3. MEMBERSHIP

Membership in this organization shall be open to all who [DESCRIBE].

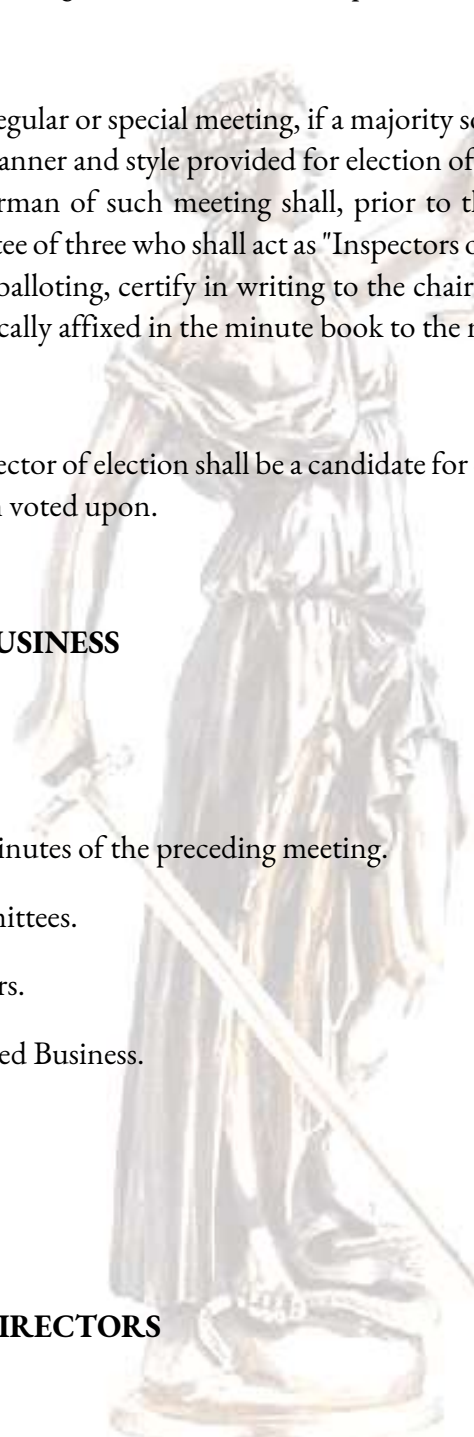
4. MEETINGS

- A. The annual membership meeting of this organization shall be held on the [DAY] of [MONTH] each and every year except if such day be a legal holiday, then and in that event,

the Board of Directors shall fix the day but it shall not be more than two weeks from the date fixed by these By-Laws.

- 
- B. The Secretary shall cause to be mailed to every member in good standing at his address as it appears in the membership roll book in this organization a notice telling the time and place of such annual meeting.
 - C. Regular meetings of this organization shall be held [LOCATION].
 - D. The presence of not less than [%] of the members shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser percentage may adjourn the meeting for a period of not more than [NUMBER] weeks from the date scheduled by these By-Laws and the secretary shall cause a notice of this scheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.
 - E. Special meetings of this organization may be called by the president when he deems it for the best interest of the organization. Notices of such meeting shall be mailed to all members at their addresses as they appear in the membership roll book at least [NUMBER] days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom it was called. At the request of [%] of the members of the Board of Directors or [%] of the members of the organization, the president shall cause a special meeting to be called but such request must be made in writing at least [NUMBER] days before the requested scheduled date.
 - F. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

5. VOTING

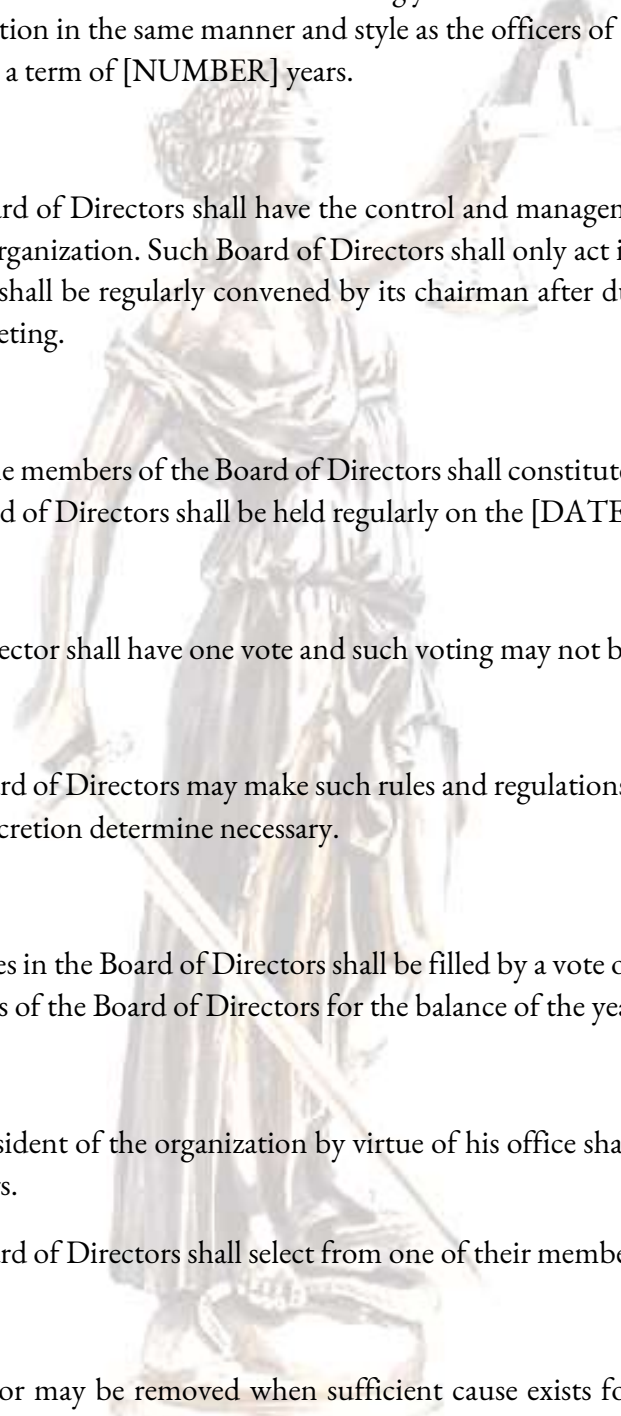
- 
- A. At all meetings, except for the election of officers and directors, all votes shall be by voice. For election of officers, ballots shall be provided and there shall not appear any place on such ballot that might tend to indicate the person who cast such ballot.
 - B. At any regular or special meeting, if a majority so requires, any question may be voted upon in the manner and style provided for election of officers and directors. At all votes by ballot the chairman of such meeting shall, prior to the commencement of balloting, appoint a committee of three who shall act as "Inspectors of Election" and who shall, at the conclusion of such balloting, certify in writing to the chairman the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting.
 - C. No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

6. ORDER OF BUSINESS

- 1. Roll Call.
- 2. Reading of the Minutes of the preceding meeting.
- 3. Reports of Committees.
- 4. Reports of Officers.
- 5. Old and Unfinished Business.
- 6. New Business.
- 7. Adjournments.

7. BOARD OF DIRECTORS

- A. The business of this organization shall be managed by a Board of Directors consisting of [#] members, together with the officers of this organization. At least one of the directors elected shall be a resident of the State of [STATE/PROVINCE] and a citizen of [COUNTRY].

- 
- B. The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers of this organization and they shall serve for a term of [NUMBER] years.
- C. The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened by its chairman after due notice to all the directors of such meeting.
- D. [%] of the members of the Board of Directors shall constitute a quorum and the meetings of the Board of Directors shall be held regularly on the [DATE].
- E. Each director shall have one vote and such voting may not be done by proxy.
- F. The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.
- G. Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.
- H. The President of the organization by virtue of his office shall be Chairman of the Board of Directors.
- I. The Board of Directors shall select from one of their members a secretary.
- J. A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A director may be represented by counsel upon any removal hearing. The Board shall adopt such rules for this hearing as it may in its discretion consider necessary for the best interests of the organization.

8. OFFICERS

A. The initial officers of the organization shall be as follows:

[President]

[VICE President]

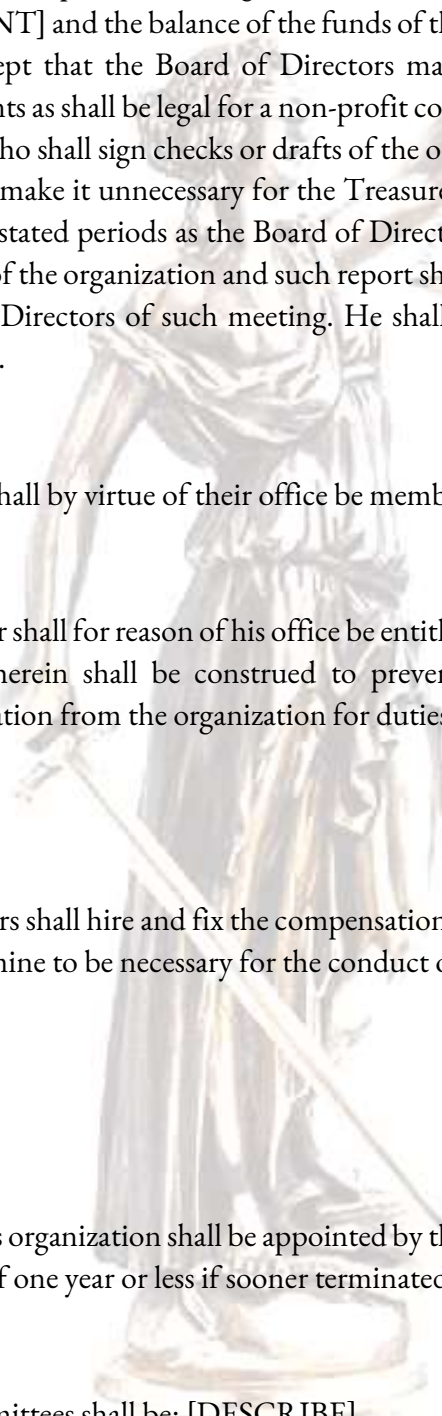
[SECRETARY]

[TREASURER]

B. The President shall preside at all membership meetings. He shall by virtue of his office be Chairman of the Board of Directors. He shall present at each annual meeting of the organization an annual report of the work of the organization. He shall appoint all committees, temporary or permanent. He shall see all books, reports and certificates required by law are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the organization. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

C. The Vice President shall in the event of the absence or inability of the President to exercise his office become acting president of the organization with all the rights, privileges and powers as if he had been the duly elected president.

D. The Secretary shall keep the minutes and records of the organization in appropriate books. It shall be his duty to file any certificate required by any statute, federal or state. He shall give and serve all notices to members of this organization. He shall be the official custodian of the records and seal. He may be one of the officers required to sign the checks and drafts of the organization. He shall present to the membership at any meetings any communication addressed to him as Secretary of the organization. He shall submit to the Board any communications which shall be addressed to him as Secretary of the organization. He shall attend to all correspondence of the organization and shall exercise all duties incident to the office of Secretary.

- 
- E. The Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding [AMOUNT] and the balance of the funds of the organization shall be deposited in a savings bank except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a non-profit corporation in this state. He must be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it. He shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting. He shall exercise all duties incident to the office of Treasurer.
- F. Officers shall by virtue of their office be members of the Board of Directors.
- G. No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as a director or officer.

9. SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary for the conduct of the business of the organization.

10. COMMITTEES

All committees of this organization shall be appointed by the Board of Directors and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board of Directors.

The permanent committees shall be: [DESCRIBE]

11. DUES

The dues of this organization shall be [AMOUNT] per annum and shall be payable on [DATE].

12. AMENDMENTS

These By-Laws may be altered, amended, repealed or added to by an affirmative vote of not less than [%] of the members.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

PRESIDENT

VICE PRESIDENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SECRETARY

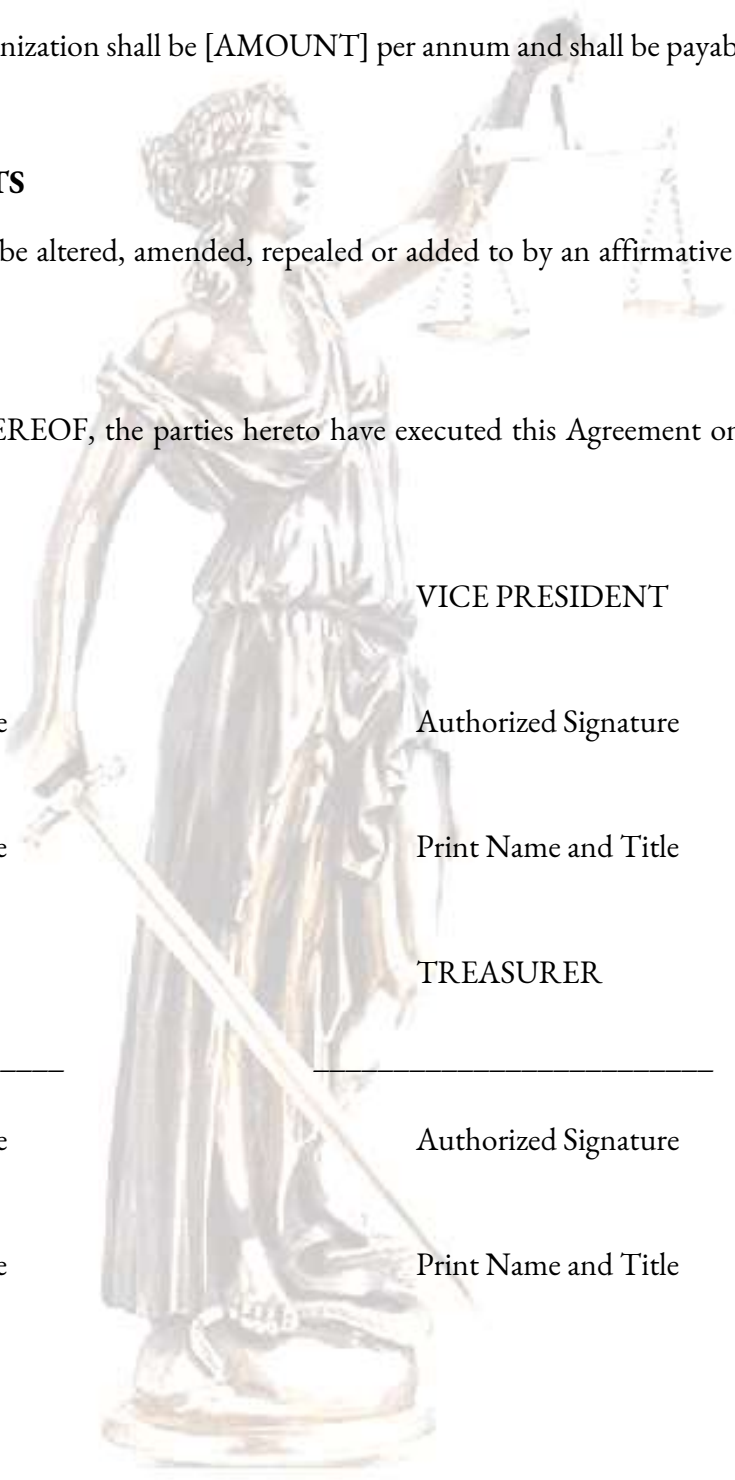
TREASURER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CERTIFICATE OF INCORPORATION OF [NAME]

This Certificate of Incorporation of [NAME] (the "Agreement") is made and effective [DATE],

BY: [INCORPORATOR NAME] (the "Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

8. NAME OF CORPORATION

The name of the corporation is [Name of Corporation].

9. ADDRESS OF CORPORATION

The address of the registered office of the corporation in the State of [STATE/PROVINCE]. The name of its registered agent at that address is [NAME].

10. PURPOSE OF CORPORATION

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the [General Corporation Law] of the State of [STATE/PROVINCE].

11. TOTAL NUMBER AND VALUE OF SHARES

The total number of shares of stock which the corporation has authority to issue is [NUMBER] shares, all of which shall be Common Stock, [AMOUNT] par value per share.

12. BOARD OF DIRECTORS

The Board of Directors of the corporation shall have the power to adopt, amend or repeal By-Laws of the corporation, but the stockholders may make additional By-Laws and may alter or repeal any By-Law whether adopted by them or otherwise.

13. ELECTION OF DIRECTORS

Election of directors need not be by written ballot except and to the extent the By-Laws of the corporation shall so provide.

14. LIABILITIES

To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the [General Corporation Law] is hereafter amended to authorized the further elimination or limitation of the liability of a director, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the [General Corporation Law], as so amended.

Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

INCORPORATOR

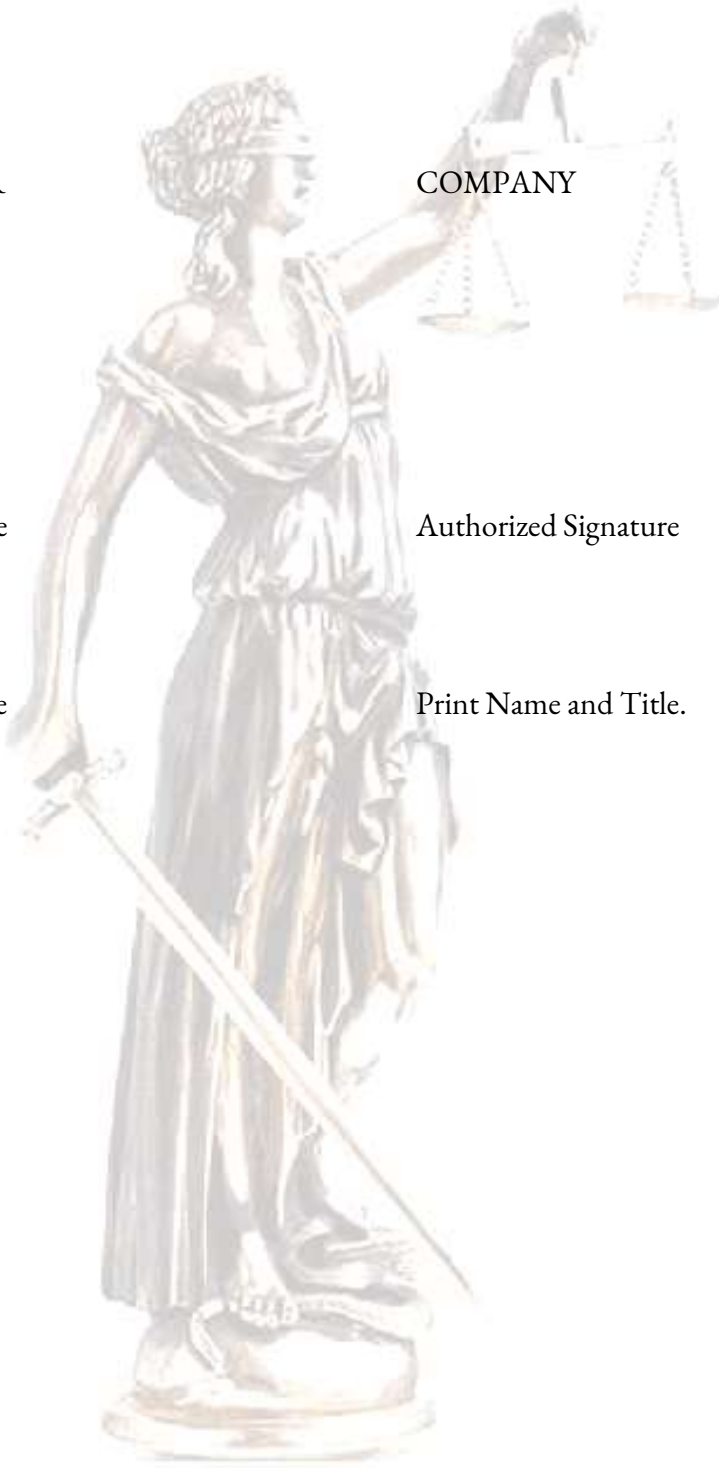
COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title.



AFFIDAVIT OF LOST STOCK CERTIFICATE

This Affidavit of Lost Stock Certificate (the "Agreement") is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [STOCKHOLDER NAME] (the "Stockholder"), an individual/ a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

The undersigned Stockholder hereby declares, under penalty of perjury, as follows:

1. The undersigned is the owner of a total of [number of shares] shares of the Common Stock of [name of company], Inc., a [state where company incorporated] corporation (the "Company").
2. The undersigned has examined his, her or its records and, after diligent search, is unable to find the certificate or certificates representing such shares (the "Certificates") and believes that the Certificates were lost.
3. The undersigned has not transferred, sold, encumbered, or pledged any of the shares represented by the Certificates.

4. The undersigned releases the Company and any successor from any and all liability relating to the loss of the Certificates, or the issuance of new Certificates. The undersigned agrees to defend and indemnify and hold harmless the Company and any successor from any damage or loss caused by the loss of the Certificates.
5. In the event of discovery of the original Certificates, the undersigned agrees to return them promptly to the Company or any successor, marked "CANCELLED."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

STOCKHOLDER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

PRE-INCORPORATION AGREEMENT

This Pre-Incorporation Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [FIRST PARTNER NAME] (the "First Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTNER NAME] (the "Second Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

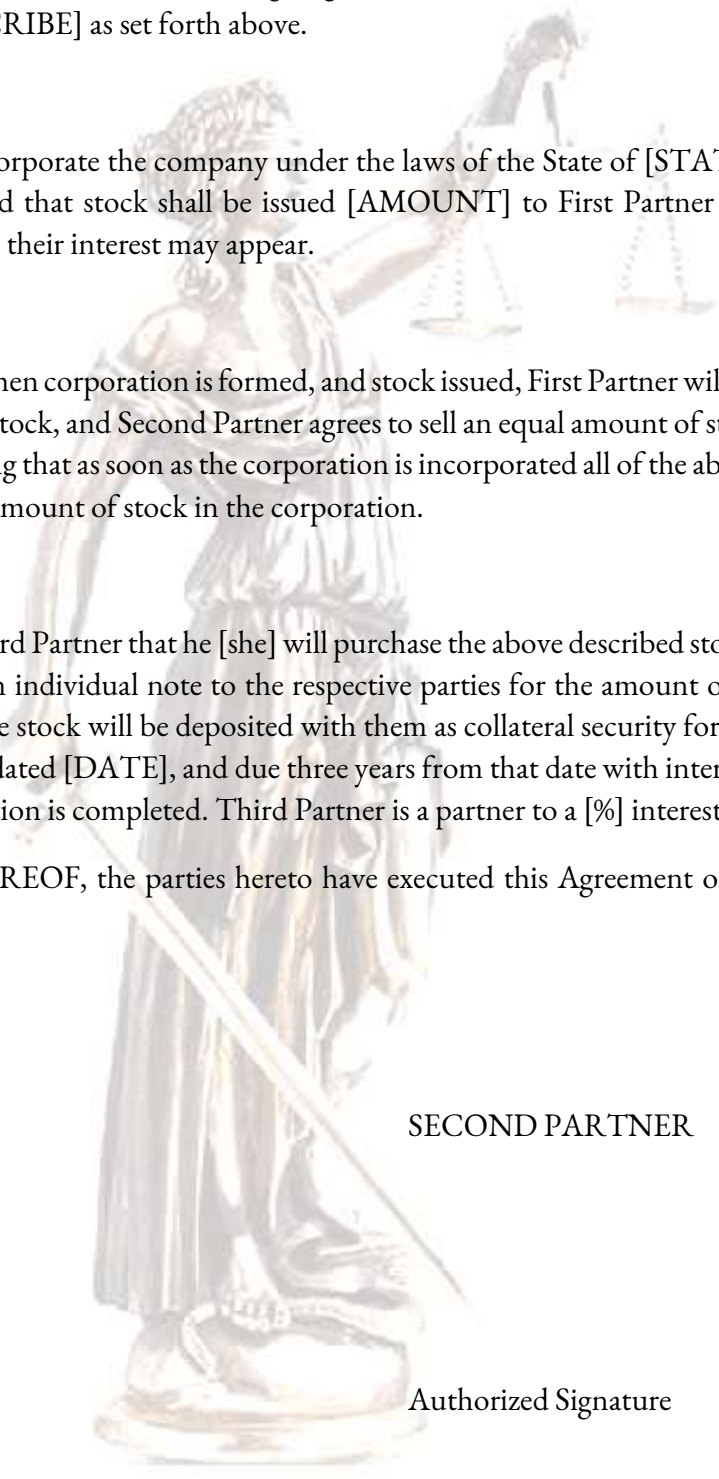
AND: [THIRD PARTNER NAME] (the "Third Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

First Partner now owns and operates a [DESCRIBE] business in [STATE/PROVINCE] known as [DESCRIBE] Company, and he [she] would like to incorporate that business and Second Partner and Third Partner agree to take a certain amount of the stock in the corporation.

TERMS

6. Company has been inventoried by the above-named parties and it is agreed between them that Company, including all personal property, namely: [DESCRIBE], and everything used and kept in business, including all book accounts, is to show a value of [VALUE] net and is to be taken in by corporation at those figures.

- 
7. Second Partner agrees to pay in cash the amount of [AMOUNT], the receipt of which is acknowledged, and from the date of signing this contract is an owner of an undivided one-half interest in [DESCRIBE] as set forth above.
 8. It is agreed to incorporate the company under the laws of the State of [STATE/PROVINCE] for [AMOUNT], and that stock shall be issued [AMOUNT] to First Partner and [AMOUNT] to Second Partner as their interest may appear.
 9. It is agreed that when corporation is formed, and stock issued, First Partner will sell to Third Partner, [AMOUNT] of stock, and Second Partner agrees to sell an equal amount of stock to Third Partner, the intention being that as soon as the corporation is incorporated all of the above-named parties are to have an equal amount of stock in the corporation.
 10. It is agreed by Third Partner that he [she] will purchase the above described stock as set forth, paying for it by giving an individual note to the respective parties for the amount of stock received from them, and that the stock will be deposited with them as collateral security for payment of the note. The note will be dated [DATE], and due three years from that date with interest at [%] percent and until the corporation is completed. Third Partner is a partner to a [%] interest in the business.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FIRST PARTNER

SECOND PARTNER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

THIRD PARTNER

Authorized Signature

Print Name and Title



PRE-INCORPORATION DESIGNATION OF DIRECTORS

This Pre-Incorporation Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [FIRST INCORPORATOR NAME] (the "First Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND INCORPORATOR NAME] (the "Second Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

4. All the parties to this Pre-Incorporation Agreement shall be the first directors of the corporation upon its organization, and shall serve as such until their several successors are elected and qualify pursuant to the bylaws of the corporation. The first directors shall [serve without remuneration or each receive the sum of [AMOUNT] for each meeting of the board, regular or special, actually attended or as the case may be].
5. [Name], one of the first directors of the corporation, shall serve as its general manager until [his or her] successor is duly selected and qualified, shall perform all services required of [him or her] in the general management and operation of the business of the corporation, and shall receive for such services as general manager a salary of [AMOUNT] of [month or year].
6. The By-laws shall provide that the officers of the corporation shall consist of a president, a vice-president, and a secretary-treasurer [add other officers, as required]. The first officers of the corporation, who shall take office and serve immediately upon its formation and until duly relieved by the board of directors, shall be [name], president; [name], vice-president; [name], secretary-

treasurer; [add other appointees, if any]. Until and unless the board of directors otherwise provides, the [monthly or yearly] salaries of the officers shall be as follows:

President: [AMOUNT]

Vice-president: [AMOUNT]

Secretary-treasurer: [AMOUNT]

Pending specification of the duties of the corporate officers in the By-laws, they shall perform the duties customarily performed by such officers in similar business corporations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FIRST INCORPORATOR

SECOND INCORPORATOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

PRE-INCORPORATION DESIGNATION OF DIRECTORS

This Pre-Incorporation Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [FIRST INCORPORATOR NAME] (the "First Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND INCORPORATOR NAME] (the "Second Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

7. All the parties to this Pre-Incorporation Agreement shall be the first directors of the corporation upon its organization, and shall serve as such until their several successors are elected and qualify pursuant to the bylaws of the corporation. The first directors shall [serve without remuneration or each receive the sum of [AMOUNT] for each meeting of the board, regular or special, actually attended or as the case may be].
8. [Name], one of the first directors of the corporation, shall serve as its general manager until [his or her] successor is duly selected and qualified, shall perform all services required of [him or her] in the general management and operation of the business of the corporation, and shall receive for such services as general manager a salary of [AMOUNT] of [month or year].

9. The By-laws shall provide that the officers of the corporation shall consist of a president, a vice-president, and a secretary-treasurer [add other officers, as required]. The first officers of the corporation, who shall take office and serve immediately upon its formation and until duly relieved by the board of directors, shall be [name], president; [name], vice-president; [name], secretary-treasurer; [add other appointees, if any]. Until and unless the board of directors otherwise provides, the [monthly or yearly] salaries of the officers shall be as follows:

President: [AMOUNT]

Vice-president: [AMOUNT]

Secretary-treasurer: [AMOUNT]

Pending specification of the duties of the corporate officers in the By-laws, they shall perform the duties customarily performed by such officers in similar business corporations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FIRST INCORPORATOR

SECOND INCORPORATOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SHAREHOLDERS AGREEMENT

This Shareholders Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [FIRST SHAREHOLDER NAME] (the "First Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND SHAREHOLDER NAME] (the "Second Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [THIRD SHAREHOLDER NAME] (the "Third Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WITNESSETH:

WHEREAS, the present distribution of shares of the Corporation is as follows:

Name	Number of Shares
------	------------------

WHEREAS, in order to insure the harmonious and successful management and control of the Company, and to provide for an orderly and fair disposition of shares of common stock of the Company now or hereafter owned by any Shareholder;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and intending to be legally bound, the parties hereby agree as follows:

1. Definitions

"Offering Shareholder" means any Shareholder, or his personal representatives, heirs, administrators, and executors, as the case may be, who pursuant to this Agreement must or does offer all or any of his Shares to the Company or the Continuing Shareholders.

"Continuing Shareholders" means all Shareholders other than an Offering Shareholder.

"Shares" means shares of Common Stock of the Company now or hereafter owned by any Shareholder.

"Buyer" means the Company or those Continuing Shareholders who purchase an Offering Shareholder's Shares pursuant to this Agreement.

"Management Shareholder" means First Shareholder, Second Shareholder and Third Shareholder.

2. Purchase for Investment

Each Shareholder represents and warrants that he is acquiring and has acquired his Shares for his own account for investment and not with a view to, or for resale in connection with, any distribution thereof or with any present intent of selling any portion thereof.

3. Transfers of Shares

A Shareholder may not transfer, give, convey, sell, pledge, bequeath, donate, assign, encumber or otherwise dispose of any Shares except pursuant to this Agreement.

3.1. Transfers to the Company

Notwithstanding anything to the contrary contained in this Agreement, a Shareholder may give, sell, transfer or otherwise dispose of all or any of his Shares to the Company at such price and on such terms and conditions as such Shareholder and the Board of Directors of the Company may agree.

3.2. Transfer to Others

Except as provided for in Paragraph 3.1 above, a Shareholder desiring to dispose of some or all of his Shares may do so only pursuant to a bona fide offer to purchase (the "Offer") and after compliance with the following provisions. Such Shareholder shall first give written notice to the Company and the other Shareholders of his intention to dispose of his Shares, identifying the number of Shares he desires to dispose of, the proposed purchase price per Share and the name of the proposed purchaser and attaching an exact copy of the Offer received by such Shareholder.

3.3. The Company's Right to Purchase

The Company shall have the exclusive right to purchase all of the Shares which the Offering Shareholder proposes to sell at the proposed purchase price per Share. The Company shall exercise this right to purchase by giving written notice to the Offering Shareholder (with a copy thereof to each of the Continuing Shareholders) within [NUMBER] days after receipt of the notice from the Offering Shareholder (the "[NUMBER] Day Period") that the Company elects to purchase the Shares subject to the Offer and setting forth a date and time for closing which shall be not later than [NUMBER] days after the date of such notice from the Company. At the time of closing, the Offering Shareholder shall deliver to the Company certificates representing the Shares to be sold, together with stock powers duly endorsed in blank. The Shares shall be delivered by the Offering Shareholder free of any and all liens and encumbrances. All transfer taxes and documentary stamps shall be paid by the Offering Shareholder.

3.4. The Continuing Shareholders Right to Purchase

If the Company fails to exercise its right to purchase pursuant to subparagraph (i) above, the Continuing Shareholders shall have the right for an additional period of [NUMBER] days (the "Additional [NUMBER] Day Period") commencing at the expiration of the [NUMBER] Day Period to purchase the Shares which the Offering Shareholder proposes to sell at the proposed purchase price per Share. The Continuing Shareholders shall exercise this right to purchase by giving written notice to the Offering Shareholder prior to the expiration of the Additional [NUMBER] Day Period that they elect to purchase his Shares and setting forth a date and time for closing which shall be not later than [NUMBER] days after the expiration of the Additional [NUMBER] Day Period. Any purchase of Shares by all or some of the Continuing Shareholders shall be made in such proportion as they might agree among themselves or, in the absence of any such agreement, pro rata in proportion to their ownership of Shares of the Company (excluding the Offering Shareholder's Shares) at the time of such offer, but in any event one or more of the Continuing Shareholders must agree to purchase all the Shares which the Offering Shareholder proposes to sell. At the time of closing, the Offering Shareholder shall

deliver to Buyer certificates representing the Shares to be sold, together with stock powers duly endorsed in blank. Said Shares shall be delivered by the offering Shareholder free and clear of any and all liens and encumbrances. All transfer taxes and documentary stamps shall be paid by the Offering Shareholder.

3.5. Performance of Acceptance

When exercising the rights granted in Paragraphs 3.2 hereof, Buyer must elect to purchase all Shares which the Offering Shareholder proposes to sell for the price and upon the same terms for payment of the price as are set forth in the Offer; provided, however, that if said offer received by the Offering Shareholder shall provide for any act or action to be done or performed by the party making such Offer at any time before or within [NUMBER] days after the last day for exercise of Buyer's right to purchase pursuant to Paragraphs 3.2 hereof, then the Buyer shall be deemed to have complied with the terms and conditions of such Offer if Buyer does or performs such act or action within [NUMBER] days after the last day for exercise of Buyer's right to purchase pursuant to Paragraphs 3.2 hereof.

3.6. Sale to Third Party

If either the Company or some or all of the Continuing Shareholders do not elect to purchase all of the Shares which the Offering Shareholder proposes to sell, the Offering Shareholder may accept the Offer which the Offering Shareholder mailed with his notice to the Company pursuant to Paragraph 3.2 hereof and transfer all (but not less than all) of the Shares which he proposes to sell pursuant thereto on the same terms and conditions set forth in such Offer, provided that any transferee of such Shares shall be bound by this Agreement, and further provided that if such sale is not completed within [NUMBER] days after the date notice is received by the Company under Paragraph 3.2 hereof, all such Shares shall again become subject to the restrictions and provisions of this Agreement.

3.7. Right of Co-Sale

Notwithstanding any other provision hereof, in the event the Offering Shareholder receives an Offer from an unaffiliated third party (the "Offeror") to purchase from such Shareholder not less than [%] of the Shares owned by such Shareholder and such Shareholder intends to accept such Offer, the Offering Shareholder shall, after complying with the provisions of Paragraph 3.2 above and before accepting such Offer, forward a copy of such Offer to the Company and each of the Continuing Shareholders. The Offering Shareholder shall not sell any such Shares to the Offeror unless the terms of the Offer are extended by the Offeror to the Continuing Shareholders pro rata in proportion to their ownership of Shares of the Company (excluding the Offering Shareholder's Shares) at the time of such Offer. The Continuing Shareholders shall have [NUMBER] days from the date of the foregoing Offer to accept such Offer.

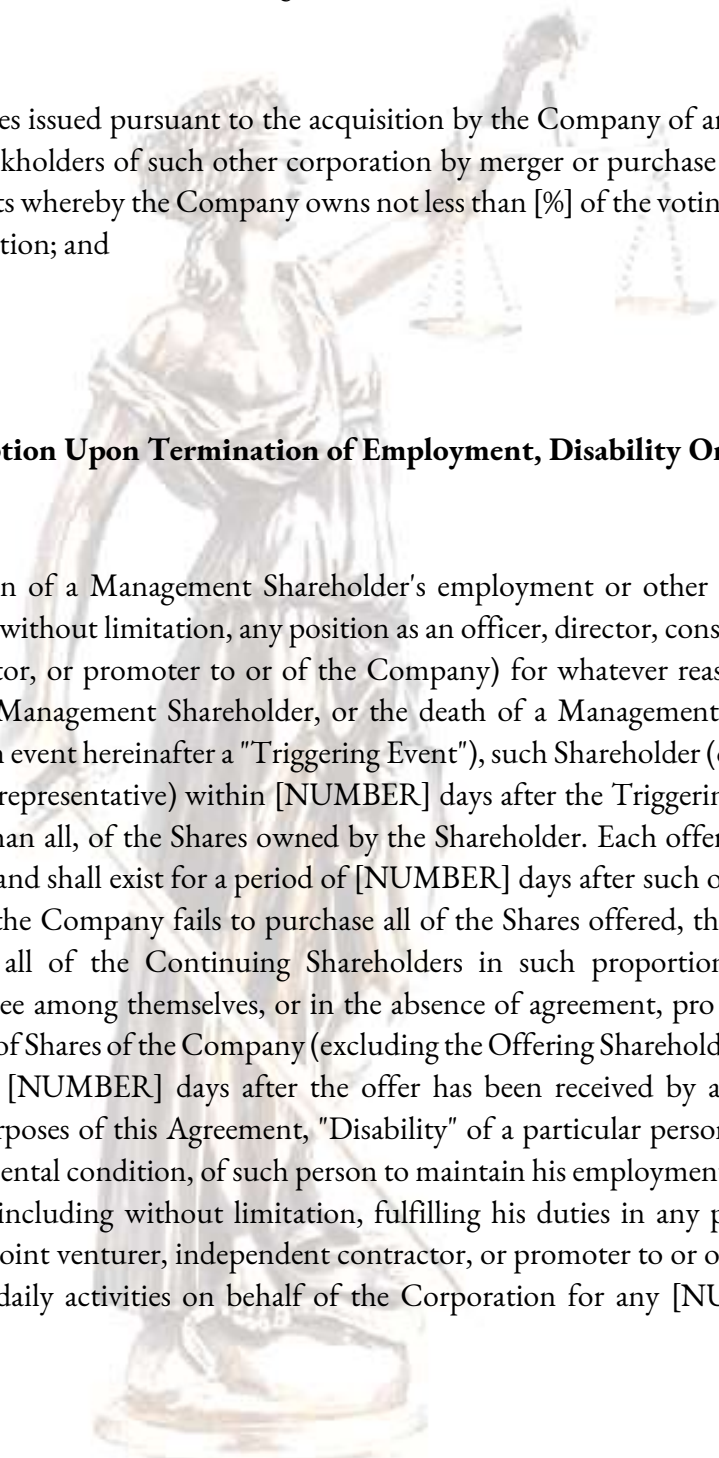
First Shareholder, Second Shareholder and Third Shareholder may each during their lifetimes transfer all, but not less than all, of their Shares to said Shareholder's spouse or a lineal descendant of such Shareholder, so long as prior to such transfer (i) such person, the Company, and all the Shareholders amend this Agreement to the reasonable satisfaction of such person, the Company and all the Shareholders to provide the parties to this Agreement with the rights, remedies and effect provided in this Agreement as if no such transfer had occurred, and (ii) the proposed transferee agrees in a writing satisfactory to the Company and all Shareholders that such person shall vote for First Shareholder, Second Shareholder and Third Shareholder (or their nominees) as directors of the Company and shall be bound by all the terms and conditions of this Agreement.

4. Right of First Refusal

- f. Except in the case of Excluded Securities (as defined below), the Company shall not issue, sell or exchange, agree to issue, sell or exchange, or reserve or set aside for issuance, sale or exchange, any (i) shares of Common Stock or any other equity security of the Company which is convertible into Common Stock or any other equity security of the Company, (ii) any debt security of the Company which is convertible into Common Stock or any other equity security of the Company, or (iii) any option, warrant or other right to subscribe for, purchase or otherwise acquire any equity security or any such debt security of the Company, unless in each case the Company shall have first offered to sell to each Shareholder, pro rata in proportion to such Shareholder's then ownership of Shares of the Company, such securities (the "Offered Securities") (and to sell thereto such Offered Securities not subscribed for by the other Shareholders as hereinafter provided), at a price and on such other terms as shall have been specified by the Company in writing delivered to such Shareholder (the "Stock Offer"), which Stock Offer by its terms shall remain open and irrevocable for a period of [NUMBER] days (subject to extension pursuant to the last sentence of subsection (b) below) from the date it is delivered by the Company to the Shareholder.
- g. Notice of each Shareholder's intention to accept, in whole or in part, a Stock Offer shall be evidenced by a writing signed by such Shareholder and delivered to the Company prior to the end of the [NUMBER]-day period of such Stock Offer, setting forth such portion of the Offered Securities as such Shareholder elects to purchase (the "Notice of Acceptance"). If any Shareholder shall subscribe for less than his pro rata share of the Offered Securities to be sold, the other subscribing Shareholders shall be entitled to purchase the balance of that Shareholder's pro rata share in the same proportion in which they were entitled to purchase the Offered Securities in the first instance (excluding for such purposes such Shareholder), provided any such other Shareholder elected by a Notice of Acceptance to purchase all of his pro rata share of

the Offered Securities. The Company shall notify each Shareholder within [NUMBER] days following the expiration of the [NUMBER]-day period described above of the amount of Offered Securities which each Shareholder may purchase pursuant to the foregoing sentence, and each Shareholder shall then have [NUMBER] days from the delivery of such notice to indicate such additional amount, if any, that such Shareholder wishes to purchase.

- h. In the event that Notices of Acceptance are not given by the Shareholders in respect of all the Offered Securities, the Company shall have [NUMBER] days from the expiration of the foregoing [NUMBER]-day or [NUMBER]-day period, whichever is applicable, to sell all or any part of such Offered Securities as to which a Notice of Acceptance has not been given by the Shareholders (the "Refused Securities") to any other person or persons, but only upon terms and conditions in all respects, including, without limitation, unit price and interest rates, which are no more favorable, in the aggregate, to such other person or persons or less favorable to the Company than those set forth in the Stock Offer. Upon the closing, which shall include full payment to the Company, of the sale to such other person or persons of all the Refused Securities, the Shareholders shall purchase from the Company, and the Company shall sell to the Shareholders the Offered Securities in respect of which Notices of Acceptance were delivered to the Company by the Shareholders, at the terms specified in the Stock Offer.
- i. In each case, any Offered Securities not purchased by the Shareholders or other person or persons in accordance with Section 4(c) may not be sold or otherwise disposed of until they are again offered to the Shareholders under the procedures specified in Sections 4(a), (b) and (c).
- j. The rights of the Shareholders under this Section 4 shall not apply to the following securities (the "Excluded Securities"):
 - i. Any (A) shares of Common Stock or any other equity security of the Company which is convertible into Common Stock or any other equity security of the Company, (B) debt security of the Company which is convertible into Common Stock or any other equity security of the Company, or (C) option, warrant or other right to subscribe for, purchase or otherwise acquire any equity security or any such debt security of the Company (collectively, an "Equity Security") if the issuance of such Equity Security does not alter the respective proportions of ownership (on a fully diluted basis) by First Shareholder, Second Shareholder and Third Shareholder, as among themselves, of Equity Securities immediately prior to the issuance of such Equity Security;

- 
- ii. Common Stock issued as a stock dividend or upon any stock split or other subdivision or combination of the outstanding shares of Common Stock;
 - iii. Securities issued pursuant to the acquisition by the Company of another corporation to the stockholders of such other corporation by merger or purchase of substantially all of the assets whereby the Company owns not less than [%] of the voting power of such other corporation; and

5. Sale Or Redemption Upon Termination of Employment, Disability Or Death

Upon the termination of a Management Shareholder's employment or other relationship with the Company (including without limitation, any position as an officer, director, consultant, joint venturer, independent contractor, or promoter to or of the Company) for whatever reason, the Disability (as defined below) of a Management Shareholder, or the death of a Management or Nonmanagement Shareholder (any such event hereinafter a "Triggering Event"), such Shareholder (or his heirs, executors, guardian or personal representative) within [NUMBER] days after the Triggering Event shall offer to sell all, but not less than all, of the Shares owned by the Shareholder. Each offer shall be made to the Company in writing and shall exist for a period of [NUMBER] days after such offer has been received by the Company. If the Company fails to purchase all of the Shares offered, the offer to sell shall be made in writing to all of the Continuing Shareholders in such proportion as the Continuing Shareholders may agree among themselves, or in the absence of agreement, pro rata in proportion to their then ownership of Shares of the Company (excluding the Offering Shareholder's (Shares), and shall exist for a period of [NUMBER] days after the offer has been received by all of the Continuing Shareholders. For purposes of this Agreement, "Disability" of a particular person means the inability, due to a physical or mental condition, of such person to maintain his employment or other relationship with the Company (including without limitation, fulfilling his duties in any position as an officer, director, consultant, joint venturer, independent contractor, or promoter to or of the Company) or to conduct his normal daily activities on behalf of the Corporation for any [NUMBER] consecutive month period.

6. Purchase Price

The purchase price for all Shares purchased pursuant to Paragraph 5 hereof shall be determined as follows:

- c. The Company or the Continuing Shareholders, as the case may be, within [NUMBER] days after receipt of any offer referred to in Paragraph 5 above, shall notify the Offering Shareholder of the price at which the Company or the Continuing Shareholders, are willing to purchase the Shares.
- d. In the event the Offering Shareholder objects to the purchase price established in accordance with Paragraph 6(a) above, the Offering Shareholder shall have the right to solicit offers to buy the Shares in accordance with the provisions of Paragraph 3.2. The right to solicit offers shall be subject to the terms and conditions of Section 3.2 and 3.3 hereof, including without limitation, the rights of first refusal and co-sale and the period during which any right of first refusal must be exercised but shall not be subject to the [NUMBER] day period referred to in Paragraph 3.2 of this Agreement.

7. Payment of Purchase Price

The purchase price for all Shares purchased pursuant to Paragraph 5 hereof shall be paid at the closing of the sale.

8. Put and Call Options

8.1. Put and Call Options

Each Shareholder shall have the right and option upon the written declaration (a "Declaration") by such Shareholder to the other Shareholders and the Company of the occurrence of an "impasse" (as defined below) to sell to the Continuing Shareholders all of his Shares, and the Continuing Shareholders shall have the obligation to either (i) purchase all of such Shares owned by the offering Shareholder in such proportion as the Continuing Shareholders may agree upon, and if they cannot so agree, pro rata in proportion to their then ownership of Shares of the Company (excluding the Offering Shareholder's Shares) or (ii) if the Continuing Shareholders are unable or unwilling to purchase all of the Shares owned by the Offering Shareholder, sell all of their Shares to the Offering Shareholder, and the Offering Shareholder shall have the obligation to buy such Shares.

8.2. Impasse

An "impasse" shall be conclusively evidenced by (i) either First Shareholder, Second Shareholder or Third Shareholder or their respective representative, voting opposite the others at a vote at a shareholders meeting or at a vote at a meeting of the Board of Directors of the Company (or failing to attend such meetings upon due notice if such failure results in the lack of a quorum making such vote impossible), which vote is on a material issue, not in the ordinary course of business, and affecting the business, assets or operations of the Company, including, but not limited to, a proposal to merge, liquidate, consolidate or dissolve the Company, or to sell, lease or dispose of all or substantially all of the assets of the Company or to amend the substantive provisions of the Company's bylaws or articles of incorporation, or to issue or redeem stock, or to declare dividends of any kind, and (ii) either First Shareholder, Second Shareholder or Third Shareholder notifying the others and the Company and any other Shareholders within [NUMBER] days after such meeting, proposed meeting or vote than an "impasse" has occurred. The put and call rights granted to each Shareholder under this Paragraph 8 are independent of the other rights granted to the Shareholders and the Company under the other terms of this Agreement and such rights are not mutually exclusive or inconsistent.

8.3. Exercise of Option

The Continuing Shareholders shall exercise any option provided for in this Paragraph 8 within [NUMBER] days after receipt of a declaration. Any closing of the sale of Shares pursuant to such exercise shall occur within [NUMBER] days after receipt of a Declaration.

8.4. Purchase Price

Any purchase or sale of Shares sold pursuant to this Paragraph 8 shall be at the price as set forth in the Declaration delivered by the Shareholder exercising his right to sell his shares and shall be paid at the closing of the sale of the Shares.

9. Rights Upon Registration

In the event that the Company shall register or qualify any or all of the common stock of the Company under the [CODE OR LAW], as amended (or any similar statute then in force), on an appropriate registration statement, the Company shall give the Shareholders written notice thereof, and upon written request of a Shareholder, received by the Company not later than [NUMBER] days after receipt by the Shareholder of such notice, the Company will include in the registration statement filed by the Company with the Securities and Exchange Commission all Shares held by such Shareholder with respect to which the Shareholder shall have so requested registration.

10. Agreement Binding on All Persons Interested in Shares

Each person who now or hereafter acquires any legal or equitable interest in any Shares shall be bound by the terms of this Agreement. No issuance or transfer of Shares shall be effective and the Company shall not enter any issue or transfer upon the stock books of the Company or issue a certificate in the name of any person unless the Company is satisfied that such person is, and in a manner satisfactory to the Company has acknowledged being, bound by this Agreement.

11. Closing

Except as otherwise agreed to or expressly provided for herein, closing pursuant to the exercise of a right to purchase or sell Shares pursuant to this Agreement shall be held at the principal executive offices of the Company.

12. Entry of Legend Upon Stock Certificates

The following legend shall be immediately entered on each stock certificate representing Shares owned by the Shareholders:

"The gift, sale, mortgage, pledge, hypothecation or other encumbering or transfer of the shares of the capital stock represented by this certificate is restricted in accordance with the terms and conditions of a Shareholders Agreement dated [DATE], a copy of which is on file at the principal executive offices of the Company. Said Shareholders Agreement restricts the ability of the Shareholder to sell, give, pledge, bequeath or otherwise transfer or dispose of this stock certificate and the shares of capital stock represented by it."

13. After Acquired Shares - Subsequent Shareholders

The terms and conditions of this Agreement shall specifically apply not only to Shares owned by Shareholders at the time of execution of this Agreement, but also to any Shares acquired by any Shareholder subsequent to such execution.

14. Board of Directors

At each election of the Board of Directors of the Company, the Shareholders shall vote their Shares to elect three directors of the Company, one director being First Shareholder, or his nominee, one director being Second Shareholder, or his nominee, and one director being Third Shareholder, or his nominee.

15. Community and Marital Property Laws

Notwithstanding anything to the contrary contained herein, the following terms shall control to the extent community property laws or other marital property laws apply to the Shares of any Shareholder:

15.1. Lifetime Transfers

The provisions of this Agreement regarding restrictions against the transfer of Shares shall apply to any interest of the spouse of any Shareholder in such Shares (said spouse is hereinafter referred to as a "Spouse").

15.2. Transfers Upon Death of Spouse

If the Spouse of a Shareholder predeceases such Shareholder and has failed to bequeath to such Shareholder the deceased Spouse's entire marital property interest, if any, in the Shares held by the Shareholder, or if the Spouse of a Shareholder is adjudicated to be bankrupt or insolvent, or makes an assignment for the benefit of his or her creditors (collectively referred to herein as an "Event"), then to the extent necessary to divest the Spouse of any interest in the Shares of such Stockholder, within three months after the date of the occurrence of the Event, the Shareholder shall have the option to and must purchase such marital property interest of his or her Spouse or the estate of the deceased Spouse, as the case may be, in the Shares held by the Shareholder at a price equal to the lesser of either the value of the spouse's marital property interest in such Shares or the book value of such Shares.

15.3. Marital Dissolution Any decree of dissolution, separate maintenance agreement or other property settlement between a Shareholder and his or her Spouse shall provide that the entire marital property interest of the Spouse in the Shares of the Shareholder shall be granted to the Shareholder as part of the division of the property of the marriage and the Spouse shall release and the Shareholder

shall accept any marital property interest of such Spouse in the Shares. If payment for such Shares is ordered by the Court or demanded by the Spouse, no consideration shall be required, but if the Shareholder volunteers consideration for said release of interest it shall be no greater than the lesser of either the value of the Spouse's marital property interest in such Shares or the book value of the Spouse's marital property interest in such Shares.

15.4. Inclusion of Marital Property

Any purchase of the Shares of a Shareholder pursuant to any provision of this Agreement shall include without limitation or condition the entire marital property interest of the Spouse of such Shareholder in the Shares being purchased.

15.5. Determination of Value

Book value and the value of a Spouse's interest in the Shares of a Shareholder for purposes of this Paragraph 15 shall be determined by the Shareholder. The Company and the other Shareholders shall not be responsible for the determination of the value of the marital property interest of any Spouse of a Shareholder, the determination of book value, or the purchase of or payment for such Spouse's marital property interest in the Shares of a Shareholder.

16. Insurance

The Company may, if it so desires, purchase insurance policies on the life of any Management Shareholder for the purpose of payment for stock purchases or as key man insurance. If any Shareholder on whose life the Company owns an insurance policy shall at any time during his lifetime sell all of his Shares, then that Shareholder shall have the right to purchase from the Company the insurance policy or policies on his life at the cash surrender value, if any. The Company shall deliver the policy or policies on the life of such Shareholder upon payment of the cash surrender value, if any, and shall execute any necessary instruments of transfer and change of beneficiary forms.

17. Pro Rata Allocations

All items of income and loss of the Company shall be assigned pro rata to each day throughout the year. However, the Shareholders hereby consent to make an election pursuant to Section [NUMBER] of the [Code OR LAW] or Section [NUMBER] of the [Code OR LAW] in the event that the Board of Directors determines such elections to be in the best interest of a majority of the Shareholders.

18. Subchapter Election

The Company may elect to be taxed as a small business corporation under Subchapter S of the Internal Revenue Code, as amended from time to time (the "code"), or such other provisions of law as may hereafter be applicable to such an election, and for state income tax purposes, if available (hereinafter, an "Election"). Each Shareholder and the Company agree to execute and file the necessary forms for making and maintaining an Election, and each Shareholder agrees to deliver to the Company the consent of the spouse of such Shareholder if such consent is required for the Election under any community or marital property laws or otherwise. The Shareholders and the Company agree that they will take such other actions as may be deemed necessary or advisable by counsel to the Company to exercise or maintain the Election.

The Shareholders shall maintain the Election unless the Management Shareholders unanimously agree otherwise or in the event that the Board of Directors requests that the Shareholders revoke the Election, in which case the Shareholders shall promptly execute and deliver to the Company such documents as may be necessary to revoke the Election. None of the Shareholders, without the consent of all of the Management Shareholders, shall take any action or position, or make any transfer or other disposition of his shares of the Company which may result in the termination or revocation of the Election. In the event of an inadvertent termination of the Election as described in Section [NUMBER] of the [Code OR LAW] or other applicable law, the Shareholders shall agree to make such adjustments as may be required to continue the Election, as provided in Section [NUMBER] of the [Code OR LAW]

28. Authorization

The Company is authorized to enter into this Agreement by virtue of a resolution of Board of Directors.

29. Notices

Notices and declarations under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage paid, to the Company at its principal executive offices and to Shareholders at their last address as shown on the records of the Company or at such other address with respect to any party hereto as such party shall notify the other Shareholders and the Company in writing in the manner specified herein.

30. Termination

The rights and obligations of the Company and the Shareholders under this Agreement shall terminate upon written agreement of all then existing Shareholders or upon the registration or qualification of any or all of the Common stock of the Company pursuant to Paragraph 9 hereof.

31. Severability

The various provisions of this Agreement are severable from each other and from the other provisions of the Agreement, and in the event that any provision in this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be fully effective, operative and enforceable.

32. Free and Clear of Encumbrances

All Shares sold pursuant to the terms of this Agreement shall be free of any and all liens and encumbrances and accompanied by stock powers duly endorsed in blank.

Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

33. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of [STATE/PROVINCE] without reference to conflict of laws principles except to the extent that the community or marital property laws of any state would otherwise be applicable to a particular situation, in which event, such community or marital property laws shall apply to the particular situation.

34. Entire Agreement

This instrument contains the entire agreement of the parties and may be changed only by an agreement in writing signed by the Company and all persons then owning Shares.

35. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year set forth below.

COMPANY

FIRST SHAREHOLDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SECOND SHAREHOLDER

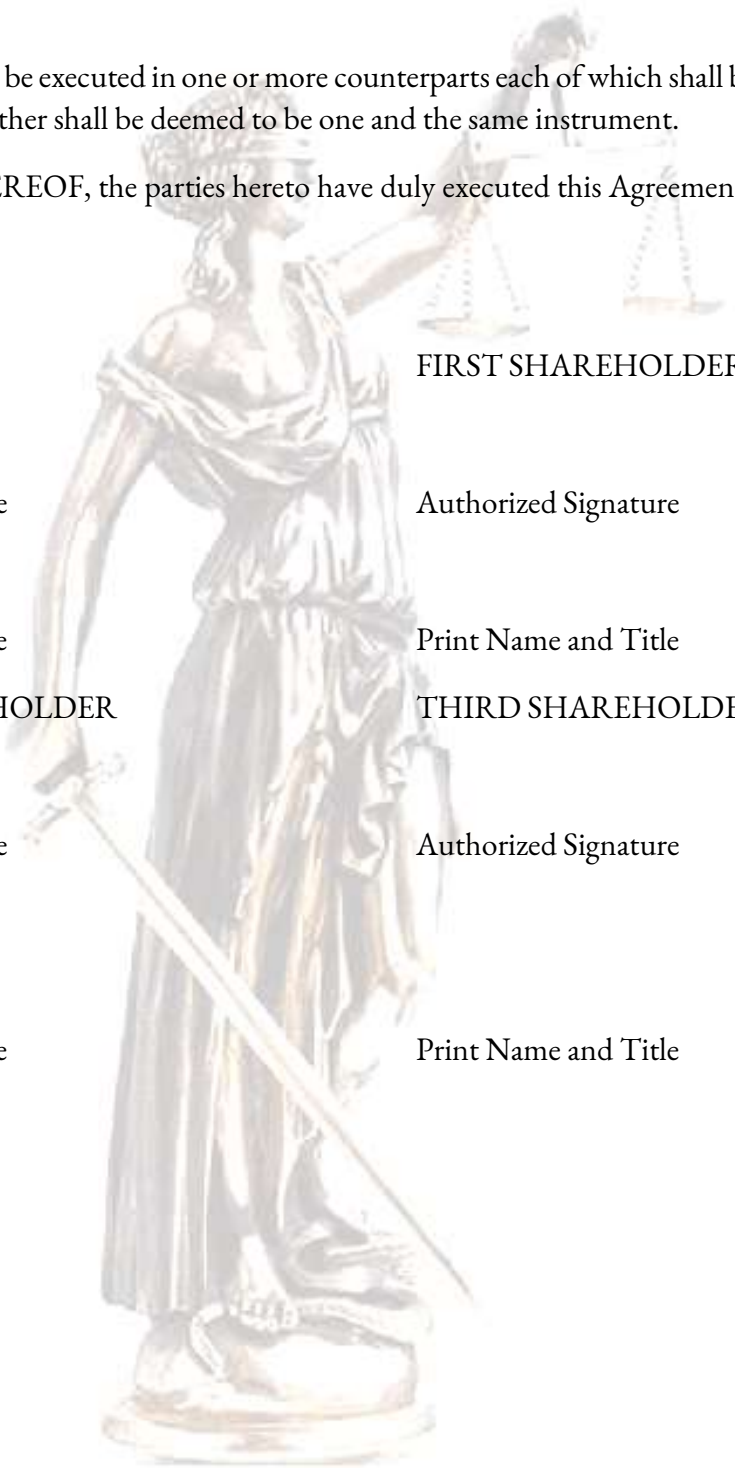
THIRD SHAREHOLDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CONSENT OF SPOUSE

The undersigned being the spouses of Shareholders named in the foregoing Shareholders Agreement (the "Agreement"), hereby acknowledges that:

7. I have read the foregoing Agreement in its entirety and understand that:
 - D. Upon the occurrence of certain events as specified in the Agreement, the Company, my spouse, and the other Shareholders will have the right to and may be obligated to purchase Shares owned by another Shareholder at a price and on terms and conditions set forth in the Agreement;
 - E. Any purchase of the Shares of any Shareholder will include his or her entire interest in such Shares and any community property interest and other marital property interest of the spouse of such Shareholder; and
 - F. The Agreement imposes certain restrictions on any attempts by me to transfer any interest I may have in the Company or any Shares of the Company by virtue of my marriage and confers on my spouse the right and obligation to purchase any interest I may have in the Company or any Shares of the Company upon the occurrence of certain events.
8. I hereby approve and agree to be bound to all of the terms of the Agreement and agree that any interest (community property or otherwise) that I may have in the Company or any Shares of the Company shall be subject to the terms of this spousal consent and the Agreement.
9. I agree that my spouse may join in any future amendments or modifications to the Agreement without any notice to me and without any signature, acknowledgment, agreement or consent on my part.

10. I agree that I will transfer or bequeath any interest I may have in the Company or any Shares of the Company by my will, outright and free of trust to my spouse.

11. I acknowledge that I have been advised and have been encouraged to seek independent counsel of my own choosing to represent me in matters regarding the Shareholders Agreement and my execution of this spousal consent.

12. I hereby consent to the Company and my spouse making and maintaining the Subchapter S Election (if applicable) under the Internal Revenue Code, as amended from time to time.

Signature Signature

Name – Spouse of First Shareholder Name – Spouse of Second Shareholder

Signature

Name – Spouse of Third Shareholder

A SAMPLE OF COMPANY RESOLUTIONS.

THE REPUBLIC OF UGANDA

M/S

COMPANY RESOLUTION

AT THE GENERAL MEETING of the Company duly convened and held at the Company Office at Plot 91/97 Seventh Street, Industrial Area on the 8th day of January, 2013 the following persons were appointed to the Board of Directors of the Company, namely:

1.

2.

THAT be and is hereby appointed the Company Secretary of the Company.

That the Secretary files this resolution with the Registrar of companies.

DATED at Kampala this 8th day of January, 2013.

.....

CHAIRMAN

DIRECTOR

.....
DRAWN BY:

Sui Generis & Co- Advocates

Plot 10 Clement Hill Road

P.O. Box 21161

Tel: 341295/6

Fax: 343168

KAMPALA



RESOLUTION OF BOARD ALLOTING SHARES

THE REPUBLIC OF UGANDA
THE COMPANIES ACT CAP. 110
..... LIMITED

RESOLUTION OF BOARD ALLOTING SHARES

AT THE BOARD MEETING of the Company held on the 5th day of March, 2013, notice of which was given to all members entitled to attend was duly given, it was resolved:-

1. That the following ordinary shares be hereby allotted to the following persons respectively, viz:-
 - i) Nos. 001 to 5000 allotted to of P. O. Box 23124, Kampala.
 - ii) Nos. 5001 to 1000 allotted to of P. O. Box 23124, Kampala.
2. That the Secretary be directed forthwith to file with the Registrar of Companies a return of the shares allotted by this resolution.
3. That the Secretary be directed to register such persons as the holders of such shares respectively and issue to them share certificates.

DATED at Kampala this 5th day of March, 2013.

CHAIRMAN

(.....)

I HEREBY CERTIFY that the above are true extracts of the Minutes of the Board Meeting of the Company.

SECRETARY

(.....)

DRAWN BY:

Sui Generis & Co- Advocates

Plot 10 Clement Hill Road

P.O. Box 21161

Tel: 341295/6

Fax: 343168

KAMPALA

BOARD RESOLUTION

THE REPUBLIC OF UGANDA

M/S LTD

BOARD RESOLUTION

AT THE BOARD MEETING of the Company held on the 8th day of January, 2013 at the Company Office at Plot 91/97 7th Street, Industrial Area notice of which was duly given to all members entitled to attend, it was resolved as follows:-

1. That a foreign and local currency accounts be opened in Bank of Baroda (U) Ltd, Mulwana Road branch in the names of the Company and the same be operated on behalf of the company by the following SIGNATORIES, namely:

a)

b)

2. That ANY ONE of the above named persons shall be sufficient signatory to the accounts and the Bank may act on any instructions so given relating to the account, whether the same be overdrawn or not, or relating to the transactions of the company.

3. That this resolution be filed and registered with the Registrar of Companies.

DATED at Kampala this 6th day of March, 2013.

.....
CHAIRMAN

.....
DIRECTOR

DRAWN BY:

Sui Generis & Co- Advocates

Plot 10 Clement Hill Road

P.O. Box 21161

Tel: 341295/6

Fax: 343168

KAMPALA



A SAMPLE OF BILL OF SALE

BILL OF SALE

This Bill of Sale (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good and valuable consideration, the Seller hereby sells and transfers possession of the following goods in their present condition and location to the Buyer, and its successors and assigns forever, the following described goods

[DETAILED LIST OF GOODS].

Seller warrants and represents that he/she has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller further warrants that it shall sully defend, protect, indemnify and save harmless the Buyer and its lawful successors and assigns from any and all adverse claim, that may be made by any party against said goods.

The Buyer acknowledges examining the goods and buying them "as and where is" completely at the Buyer's risk and promises not to make any claims against the Seller based upon alleged express or implied representations, warranties or collateral agreements as to the merchantability of the goods or as to their fitness for any particular purpose or as to their safe use.

It is provided, however, that Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being in their present condition "as is" and "whereis."

IN WITNESS WHEREOF, this Bill of Sale is executed in duplicate under seal on [DATE].

Signed, sealed and delivered to the Buyer in the presence of:

BUYER

SELLER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

A SAMPLE OF A BILL OF SALE WITH ENCUMBRANCES.

BILL OF SALE – WITH ENCUMBRANCES

This Bill of Sale (the “Agreement”) is made and effective [DATE],

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good and valuable consideration, the Seller hereby sells and transfers possession of the following goods in their present condition and location to the Buyer, and its successors and assigns forever, the following described goods:

[DETAILED LIST OF GOODS].

The Seller warrants that it owns the goods but stipulates that they are being sold subject to the following encumbrance(s) in the following amount(s):

[ENCUMBRANCE DESCRIPTION - ENCUMBRANCE AMOUNT].

The Buyer acknowledges buying the goods subject to the above encumbrance(s) and promises to pay the encumbrance(s) and to indemnify and save the Seller harmless from any claim(s) based on failure to pay off the encumbrance(s).

Executed under seal in duplicate on [DATE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

BUYER

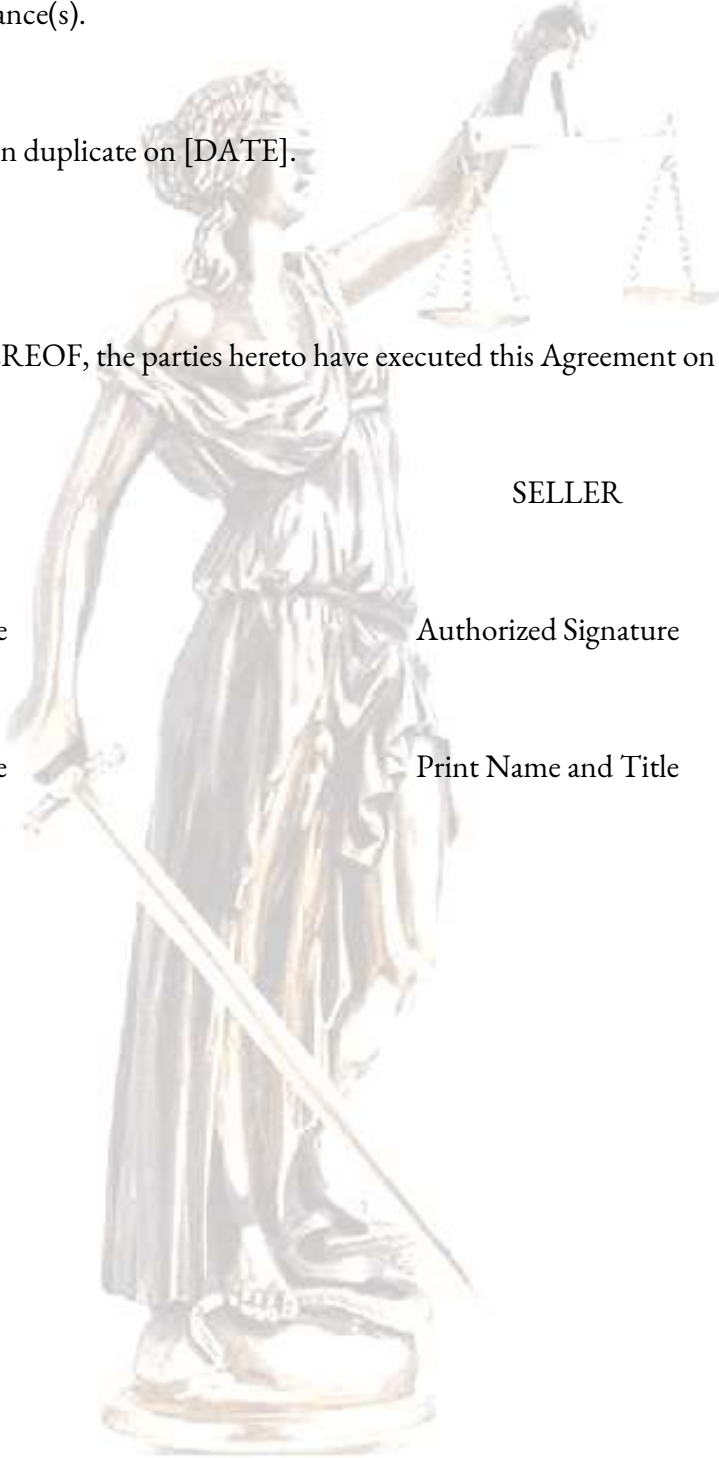
SELLER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



A CONTRACT FOR MANUFACTURE AND SELL OF GOODS.

CONTRACT FOR THE MANUFACTURE AND SALES OF GOODS

This Sales Agreement (the “Sales Contract”) is made on [DATE],

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

1. DESCRIPTION OF MANUFACTURE AND SALE

Seller agrees to manufacture and sell to buyer the following goods:

[describe goods and set forth specifications] (the “goods”).

2. PAYMENT

Buyer agrees to pay for the goods as follows: [%] down within [NUMBER] days after execution of this agreement; [%] within [NUMBER] days after seller notifies buyer of opportunity to inspect and seller’s intent to make delivery at expiration of [NUMBER] days from notice; and [%] upon delivery. If seller should regard its prospect of receiving the last payment insecure, it may demand payment prior to delivery.

3. DELIVERY SCHEDULE

Seller shall commence to manufacture within [NUMBER] weeks following receipt of buyer's initial deposit. Subject to the provisions of Section Five, seller will complete such manufacturing and make the goods available for inspection at seller's plant not later than [DATE]. If buyer's inspection discloses defects or adjustments, seller shall have a reasonable time to correct such defects and make such adjustments as are necessary. Buyer shall then have an opportunity to make a final pre-shipment inspection. Seller shall within [NUMBER] days of inspection cause the goods to be appropriately packaged and shipped to [address], [city], [state/province], or to such other destination specified by buyer. Seller shall pay all expenses of packaging and preparations for shipment and buyer shall pay all costs of shipment, including insurance on both seller's and buyer's respective interests.

4. EXCUSE FOR NONPERFORMANCE

Seller's obligations under this agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of seller), floods, fires, acts of God, accidents, delays, shortage of cars, contingencies of transportation and other causes of like or different character beyond the control of seller. Impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

5. WARRANTIES AND LIMITATIONS

Seller warrants that the goods shall be delivered free of the rightful claim of any third person by way of patent infringement, and if buyer receives notice of any claim of such infringement, it shall, within [NUMBER] days, notify seller of such claim. If buyer fails to forward such notice to seller, it shall be deemed to have released seller from this warranty as to such claim.

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

6. ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of seller as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

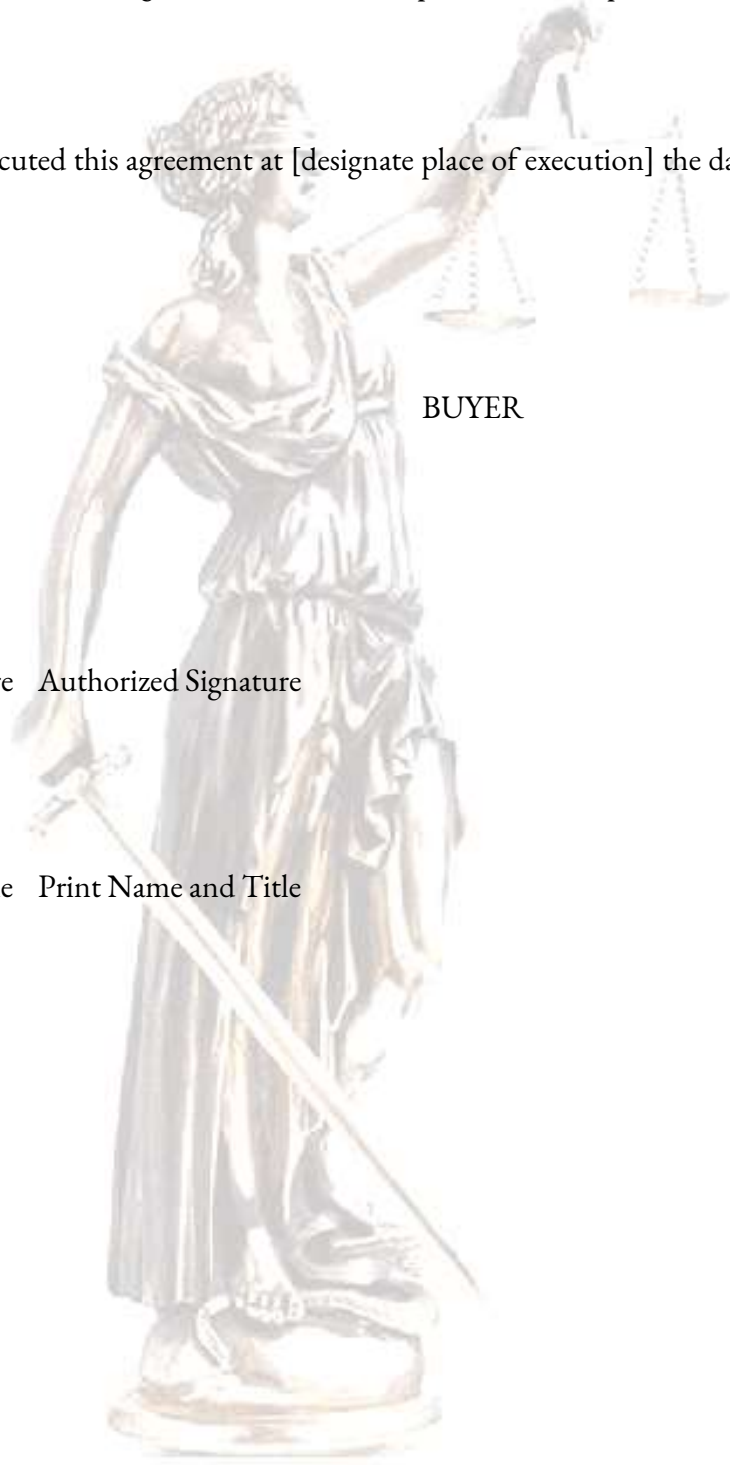
The parties have executed this agreement at [designate place of execution] the day and year first above written.

SELLER

BUYER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [FIRST PARTNER NAME] (the "First Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTNER NAME] (the "Second Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

Partners desire to join together for the pursuit of common business goals.

- E. Partners have considered various forms of joint business enterprises for their business activities.
- F. Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.
- G. The parties hereto agree to form a limited partnership (the "Partnership") under [LAW, CODE OR ACT].

In consideration of the mutual promises contained in this agreement, partners agree as follows:

1. NAME AND DOMICILE

The name of the partnership shall be [name]. The principal place of business shall be at [address], [city], [state/province], unless relocated by consent of the partners.

2. Purposes

Subject to the limitations set forth in this Agreement, the purposes of the Partnership are to engage in the business of [DESCRIBE ACTIVITIES]; and to conduct other activities as may be necessary or incidental to or desirable in connection with the foregoing.

3. DURATION OF AGREEMENT

The term of this agreement shall be for [number] years, commencing on [date], and terminating on [date], unless sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement.

4. CLASSIFICATION AND PERFORMANCE BY PARTNERS

- j. Partners shall be classified as active partners, advisory partners, or estate partners.
- k. An active partner may voluntarily become an advisory partner, may be required to become one irrespective of age, and shall automatically become one after attaining the age of [age] years, and in each case shall continue as such for [number] years unless the partner sooner withdraws or dies.
- l. If an active partner dies, the partner's estate will become an estate partner for [number] years. If an advisory partner dies within [Number] years of having become an advisory partner, the partner will become an estate partner for the balance of the [number]-year period.
- m. Only active partners shall have any vote in any partnership matter.
- n. At the time of the taking effect of this partnership agreement, all the partners shall be active partners except [name] and [name], who shall be advisory partners.
- o. An active partner, after attaining the age of [age] years, or prior to that age if the [executive committee or as the case may be] with the approval of [two-thirds or as the case may be] of all the other active partners determines that the reason for the change in status is bad health, may become an advisory partner at the end of any calendar month on giving [number] calendar months' prior notice in writing of the partner's intention to do so. The notice shall be deemed to be sufficient if sent by registered mail addressed to the partnership at its principal office at [address], [city], [state/province] not less than [number] calendar months prior to the date when the change is to become effective.

- p. Any active partner may at any age be required to become an advisory partner at any time if the [executive committee or as the case may be] with the approval of [two-thirds or as the case may be] of the other active partners shall decide that the change is for any reason in the best interests of the partnership, provided notice of the decision shall be given in writing to the partner. The notice shall be signed by the [chairman or as the case may be] of the [executive committee or as the case may be] or, in the event of his or her being unable to sign at the time, by another member of the [executive committee or as the case may be]. The notice shall be served personally on the partner required to change his or her status, or mailed by registered mail to the partner's last known address. Change of the partner's status shall become effective as of the date specified in the notice.
- q. Every active partner shall automatically and without further act become an advisory partner at the end of the fiscal year in which the partner's birthday occurs.
- r. In the event that an active partner becomes an advisory partner or dies, the partner or the partner's estate shall be entitled to the following payments at the following times:

Each active partner shall apply all of the partner's experience, training, and ability in discharging the partner's assigned functions in the partnership and in the performance of all work that may be necessary or advantageous to further the business interests of the partnership.

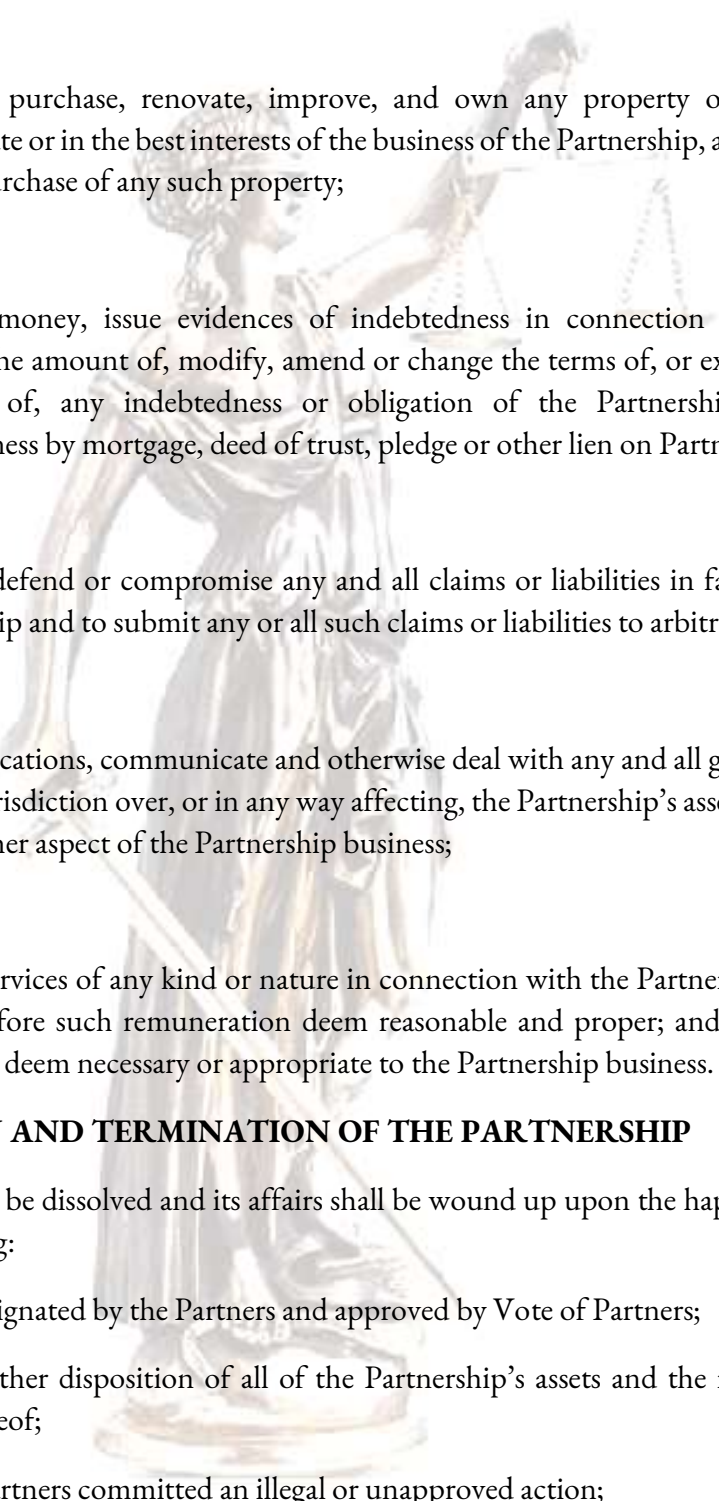
5. CONTRIBUTION.

Each partner shall contribute [amount] on or before [date] to be used by the partnership to establish its capital position. Any additional contribution required of partners shall only be determined and established in accordance with Article Nineteen.

6. MANAGEMENT OF THE PARTNERSHIP

The Partnership shall be managed by [SPECIFY]. Subject to the limitations specifically contained in this Agreement, [PARTY MANAGING THE PARTNERSHIP] shall have the full, exclusive and absolute right, power and authority to manage and control the Partnership and the property, assets and business thereof. [PARTY MANAGING THE PARTNERSHIP] shall have all of the rights, powers and authority conferred by law or under other provisions of this Agreement. Without limiting the

generality of the foregoing, such powers include the right on behalf of the Partnership, in [PARTY MANAGING THE PARTNERSHIP]' sole discretion, to:

- 
- a. Acquire, purchase, renovate, improve, and own any property or assets necessary or appropriate or in the best interests of the business of the Partnership, and to acquire options for the purchase of any such property;
 - b. Borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any indebtedness or obligation of the Partnership, and secure such indebtedness by mortgage, deed of trust, pledge or other lien on Partnership assets;
 - c. Sue on, defend or compromise any and all claims or liabilities in favor of or against the Partnership and to submit any or all such claims or liabilities to arbitration;
 - d. File applications, communicate and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Partnership's assets or any part thereof or any other aspect of the Partnership business;
 - e. Retain services of any kind or nature in connection with the Partnership business, and to pay therefore such remuneration deem reasonable and proper; and Perform any and all other acts deem necessary or appropriate to the Partnership business.

7. DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

The Partnership shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

- e. On a date designated by the Partners and approved by Vote of Partners;
- f. The sale or other disposition of all of the Partnership's assets and the receipt in cash of the proceeds thereof;
- g. One of the Partners committed an illegal or unapproved action;
- h. [OTHER]

8. BUSINESS EXPENSES

The rent of the buildings where the partnership business shall be carried on, and the cost of repairs and alterations, all rates, taxes, payments for insurance, and other expenses in respect to the buildings used by the partnership, and the wages for all persons employed by the partnership are all to become payable on the account of the partnership. All losses incurred shall be paid out of the capital of the partnership or the profits arising from the partnership business, or, if both shall be deficient, by the partners on a pro rata basis, in proportion to their original contributions, as provided in Article Nineteen.

9. MEETINGS

6.3 Place of Meetings

Meetings of the Partners may be held at any place within or without [STATE/PROVINCE] as determined by the Partners but will generally be held at [LOCATION] .

6.4 Notices

Whenever Partners are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than [NUMBER] days, nor more than [NUMBER] days before the date of the meeting to each Partner entitled to vote at the meeting. The notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted.

10. AUTHORITY.

No partner shall buy any goods or articles or enter into any contract exceeding the value of [amount] without the prior consent in writing of the other partners. If any partner exceeds this authority, the other partners shall have the option to take the goods or accept the contract on account of the partnership or to let the goods remain the sole property of the partner who shall have obligated himself or herself.

11. SEPARATE DEBTS

No partner shall enter into any bond, or become surety or cosigner, or provide security for any person, partnership, or corporation, or knowingly condone anything by which the partnership property may be attached or taken in execution, without the prior written consent of the other partners.

Each partner shall punctually pay the partner's separate debts and indemnify the other partners and the capital and property of the partnership against the partner's separate debts and all expenses relating to such separate debts.

12. BOOKS AND RECORDS

Books of account shall be maintained by the partners, and proper entries made in the books of all sales, purchases, receipts, payments, transactions, and property of the partnership. The books of account and all records of the partnership shall be retained at the principal place of business as specified in Article One. Each partner shall have free access at all times to all books and records maintained relative to the partnership business.

13. ACCOUNTING.

The fiscal year of the partnership shall be from [month and day] to [month and day] of each year. On the [day] of [month], commencing in [year], and on the [day] of [month] in each succeeding year, a general accounting shall be made and taken by the partners of all sales, purchases, receipts, payments, and transactions of the partnership during the preceding fiscal year, and of all the capital property and current liabilities of the partnership. The general accounting shall be written in the partnership account books and signed in each book by each partner immediately after it is completed. After the signature of each partner is entered, each partner shall keep one of the books and shall be bound by every account, except that if any manifest error is found in an account book by any partner and shown to the other partners within [number] months after the error shall have been noted by all of them, the error shall be rectified.

14. DIVISION OF PROFITS AND LOSSES.

Each partner shall be entitled to [%] of the net profits of the business, and all losses occurring in the course of the business shall be borne in the same proportion, unless the losses are occasioned by the willful neglect or default, and not the mere mistake or error, of any of the partners, in which case the loss so incurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of profits shall be made on the [day] of [month] each year.

15. ADVANCE DRAWS

Each partner shall be at liberty to draw out of the business in anticipation of the expected profits any sums that may be mutually agreed on, and the sums are to be drawn only after there has been entered in the books of the partnership the terms of agreement, giving the date, the amount to be drawn by the respective partners, the time at which the sums shall be drawn, and any other conditions or matters mutually agreed on. The signatures of each partner shall be affixed on the books of the partnership. The total sum of the advanced draw for each partner shall be deducted from the sum that partner is entitled to under the distribution of profits as provided for in Article Ten.

16. SALARY

No partner shall receive any salary from the partnership, and the only compensation to be paid shall be as provided in Articles Ten and Eleven.

17. RETIREMENT

In the event any partner shall desire to retire from the partnership, the partner shall give [number] months' notice in writing to the other partners. The continuing partners shall pay to the retiring partner at the termination of the [number] months' notice the value of the interest of the retiring partner in the partnership. The value shall be determined by a closing of the books and a rendition of the appropriate profit and loss, trial balance, and balance sheet statements. All disputes arising from such determination shall be resolved as provided in Article Twenty.

18. RIGHTS OF CONTINUING PARTNERS

On the retirement of any partner, the continuing partners shall be at liberty, if they so desire, to retain all trade names designating the firm name used. Each of the partners shall sign and execute any assignments, instruments, or papers that shall be reasonably required for effectuating an amicable retirement.

19. DEATH OF PARTNER

In the event of the death of one partner, the legal representative of the deceased partner shall remain as a partner in the firm, except that the exercise of this right on the part of the representative of the deceased partner shall not continue for a period in excess of [number] months, even though under the terms of this agreement a greater period of time is provided before the termination of this agreement. The original rights of the partners shall accrue to their heirs, executors, or assigns.

20. EMPLOYEE MANAGEMENT

No partner shall hire or dismiss any person in the employment of the partnership without the consent of the other partners, except in cases of gross misconduct by the employee.

21. RELEASE OF DEBTS

No partner shall compound, release, or discharge any debt that shall be due or owing to the partnership, without receiving the full amount of the debt, unless that partner obtains the prior written consent of the other partners to the discharge of the indebtedness.

22. COVENANT AGAINST REVEALING TRADE SECRETS

No partner shall, during the continuance of the partnership or for [number] years after its termination by any means, divulge to any person not a member of the firm any trade secret or special information employed in or conducive to the partnership business and which may come to the partner's knowledge

in the course of this partnership, without the consent in writing of the other partners, or of the other partners' heirs, administrators, or assigns.

23. ADDITIONAL CONTRIBUTIONS

The partners shall not have to contribute any additional capital to the partnership to that required under Article Four, except as follows: (1) each partner shall be required to contribute a proportionate share in additional contributions if the fiscal year closes with an insufficiency in the capital account or profits of the partnership to meet current expenses; or (2) the capital account falls below [amount] for a period of [number] months.

24. ARBITRATION

If any differences shall arise between or among the partners as to their rights or liabilities under this agreement, or under any instrument made in furtherance of the partnership business, the difference shall be determined and the instrument shall be settled by [name of arbitrator], acting as arbitrator, and the decision shall be final as to the contents and interpretations of the instrument and as to the proper mode of carrying the provision into effect.

25. ADDITIONS, ALTERATIONS, OR MODIFICATIONS

Where it shall appear to the partners that this agreement, or any terms and conditions contained in this agreement, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

26. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at addresses already specified in this Agreement.

27. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

28. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of [State/province].

29. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

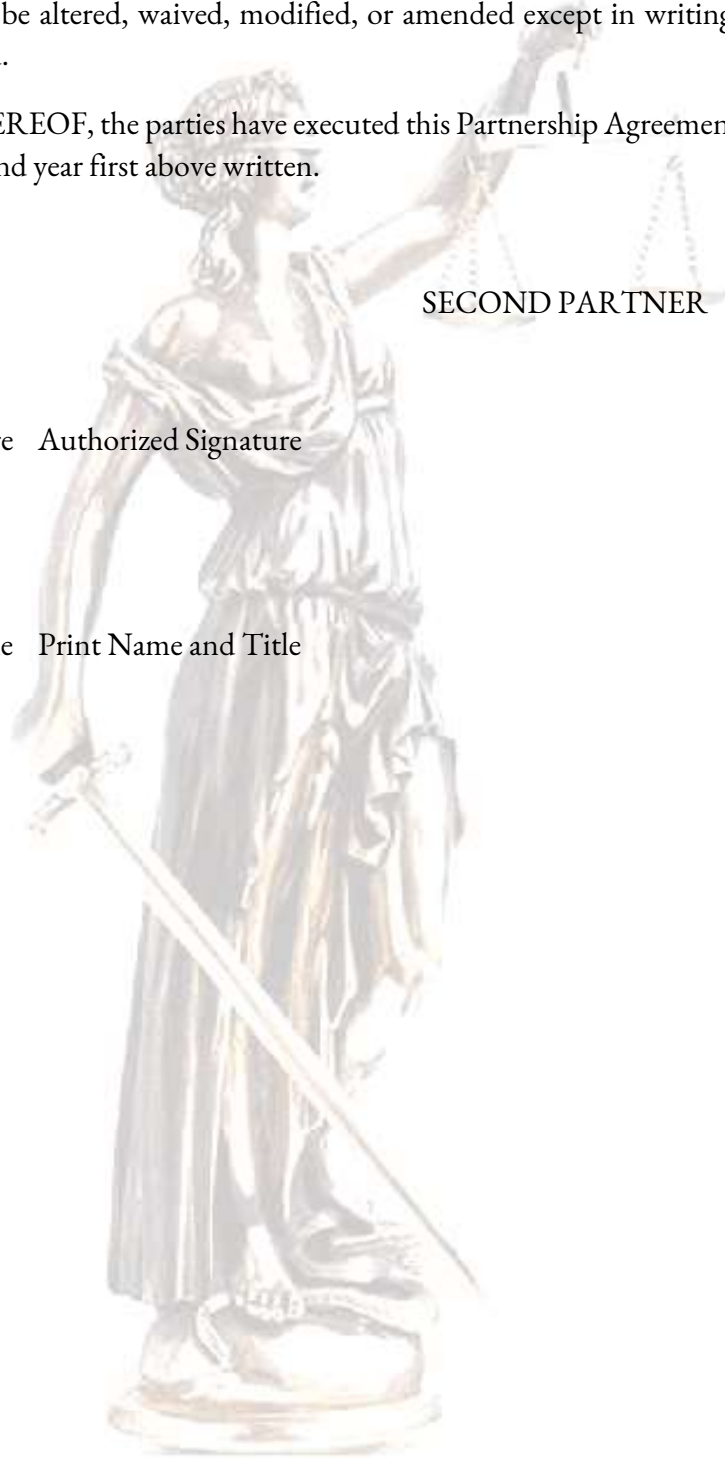
IN WITNESS WHEREOF, the parties have executed this Partnership Agreement at [designate place of execution] the day and year first above written.

FIRST PARTNER

SECOND PARTNER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



PARTNERSHIP DISSOLUTION AGREEMENT

PARTNERSHIP DISSOLUTION AGREEMENT

This Partnership Dissolution Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [SELLING PARTNER NAME] (the "Selling Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASING PARTNER NAME] (the "Purchasing Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. The parties are partners in the firm of [name], of [address], [city], [state], established for the purpose of [specify], under an agreement dated [date].
- B. Pursuant to the terms of the partnership agreement, a buy or sell notice was given by Selling Partner to Purchasing Partner.
- C. The Purchasing Partner has exercised its option to purchase the interest of Selling Partner in and to the partnership business.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. SALE OF INTEREST; PURCHASE PRICE

Selling Partner shall sell its [%] interest in the partnership business, including its [%] interest in all of the furniture, equipment, and furnishings of the business, stock of merchandise, accounts receivable, moneys, and all of [Selling Partner name's] right, title, and interest in and to any and all of the assets of the partnership, to Purchasing Partner for [amount], to be paid in [number] equal monthly installments, due on the [specify] day of each month, commencing on [date].

2. ASSUMPTION OF OBLIGATIONS

The Purchasing Partner shall and do assume and agrees to pay all of the outstanding debts and obligations of the partnership business and to perform all of the covenants of the leases on the premises, and to perform all of the outstanding contracts and agreements required to be performed by the partnership and agrees to save and hold harmless Selling Partner against any claim or claims that may arise by reason of such debts, obligations, or covenants, or any other claims except those specifically mentioned in this agreement.

3. INDEMNIFICATION

The Selling Partner warrants and represents that it has incurred no debts, nor contracted any obligations, nor incurred any liability in the name of the partnership or for which the partnership would be liable, other than those debts, obligations, or liabilities as are disclosed in the partnership books of which Selling Partner has advised the Purchasing Partner. The Selling Partner agrees to indemnify and save and hold harmless the Purchasing Partner on account of any claims that may be made against the partnership because of any debt, obligation, or liability which the Selling Partner incurred in the partnership name or for which the partnership became liable on account of any of [Selling Partner name's] actions and of which Selling Partner failed to inform the Purchasing Partner.

4. TAX RETURNS AND PAYMENTS

The Purchasing Partner agrees to prepare federal and state partnership income tax returns for the partnership business from [date] to [date], and to supply Selling Partner with copies. Each of the parties shall pay their individual income taxes, both federal and state, on the income received from such partnership business.

5. ASSUMPTION OF TAX OBLIGATIONS

The general taxes and all other tax obligations shall be considered an obligation of the partnership and are now assumed by the Purchasing Partner.

6. DISSOLUTION

The partnership existing between the parties under the name of [Partnership name] is dissolved and this agreement constitutes a full and complete accounting and liquidation of the partnership business. Except as otherwise reserved in this agreement, Selling Partner acknowledges that it has no claim or demand of any kind or nature against Purchasing Partner. Also except as otherwise reserved in this agreement, Purchasing Partner acknowledges that it has no claim or demand of any kind against Selling Partner.

7. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of [State/province of Governing Law].

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Dissolution Agreement as of the date first above written.

SELLING PARTNER

PURCHASING PARTNER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



SALES AGENCY AGREEMENT

This Sales Agency Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [PRINCIPAL NAME] (the "Principal"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AGENT NAME] (the "Agent"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. RECITALS

- a. Principal is a manufacturer of [product] and desires to appoint Agent as general sales Agent for the sale of Principal's product [if appropriate, add: and other regular-line products and accessories of Principal] in the following territory: [describe territory].
- b. Agent desires to accept such appointment and to perform all the provisions of this agreement.

2. DURATION

The term of the agency created shall be [period of time], beginning [date], unless sooner terminated.

3. AGENT'S BEST EFFORTS

Agent agrees to devote Agent's whole time and best efforts to the business of Principal in the described territory under the direction of Principal's officers or representatives, and to conform to the best of Agent's ability with the rules, regulations and instructions of Principal now in force or that may be adopted and mailed to Agent's address. Agent shall employ salespersons to assist Agent, on such terms and conditions as Principal may require, as set forth in this agreement.

4. NONDISCLOSURE OF PRINCIPAL'S AFFAIRS

Agent agrees to keep confidential such information as Principal may from time to time impart to Agent regarding Principal's business affairs and customers. Agent will not, in whole or in part, now or at any time, disclose such information.

5. ASSIGNMENT OF AGENT'S INVENTIONS

Agent agrees, in view of the confidential information regarding Principal's business affairs, plans and necessities, that Agent will be in a position to obtain from time to time, and in partial consideration of the commissions agreed to be paid to Agent under this agreement, that Agent, on demand, will assign to Principal, or Principal's successors or assigns, any inventions or improvements Agent may make during the agency with Principal that relate to Principal's product. Agent also will sign any papers and do any acts that may be needed to secure to Principal, or Principal's successors or assigns, any rights relating to such inventions and improvements, including patents in [COUNTRY] and foreign countries.

6. COMMISSIONS

- a. Agent, during the term of the agreement, shall receive a commission from the sale of Principal's product [if appropriate, add: and other regular-line products and accessories] sold for use in Agent's territory, whether sold by Agent or by Principal, or others, except as provided in this agreement.

- b. Agent's commission on sales made pursuant to this agreement shall be as follows:
[DESCRIBE].

7. SALES SUBJECT TO COMMISSIONS

This agreement shall apply to business procured at the time of visits to Agent's territory by Principal's superintendent, and also to all business subsequently procured either by Agent, Principal's superintendent or other representative of Principal, from customers previously worked within [NUMBER] months from the date of the latest visit of Principal's superintendent or other representative.

8. WHEN COMMISSIONS ARE PAID

- a. Any commission to be received under this agreement shall not be credited to Agent's account on Principal's books until the purchaser has made settlement in full with Principal, either by cash or acceptable notes [SPECIFY] [if appropriate, add: and has delivered to Principal or an authorized Agent of Principal any returnable products]. If settlement is made wholly or in part by purchaser's notes, Principal may withhold payment of the commission in whole or in part until the notes are paid.
- b. Agent's account may be charged with the amount of any commission previously paid to Agent or credited to Agent's account for the unpaid part of the purchase price of [product], or the unpaid part of any note given in payment.
- c. When Principal repossesses a product, Agent shall receive commission only on the amount of money paid by purchaser prior to repossession.

9. COMMISSIONS ON TRADE-INS

Principal shall have the right to fix the amount to be allowed for products taken in exchange, and a commission will not be paid on the amount so allowed.

10. SALES THROUGH OTHER SALES CHANNELS

Agent waives any claim to a commission on any sales made in Agent's territory other than through Principal's offices or regular sales agencies when, in the opinion of Principal, the general conditions of the business in any part of the [COUNTRY] necessitate the sale of Principal's product through other sales channels.

11. SALES IN OR FROM OTHER TERRITORIES

- a. Agent agrees not to enter the territory of any other Sales Agent of Principal for the purpose of selling Principal's product, or to endeavor, directly or indirectly, to make sales of Principal's product for use outside of Agent's territory. Should a purchaser call on Agent voluntarily and purchase Principal's product for use outside of Agent's territory, Agent shall receive commissions as follows: [DESCRIBE].
- b. Agent further agrees that, when any other authorized sales Agent of Principal sells Principal's product for use in Agent's territory, Agent's account shall be credited with the regular commission, less the commission paid Agent making the sale.

12. DISPUTES ON COMMISSIONS

Principal shall have the right to determine, in any dispute arising between Agent and any other sales Agent of Principal, the right to commission on any sale, and Agent shall abide by and be bound by Principal's decision.

13. LIMITATION ON COMMISSION CLAIMS

Agent waives all claim for commission on sales of Principal's product, whether made by Agent or others, and all other claims of any nature whatever, if the claim is not made within [MONTHS] from the date of termination of this agreement.

14. AGENT NOT TO SHARE COMMISSION

Under no circumstances, without permission of Principal, may Agent give any part of Agent's commission to any assistant, local Agent or other person to assist Agent in making a sale.

15. CONTENTS OF ORDERS

- a. All orders for Principal's product shall be taken on printed forms furnished by Principal, and all such orders shall be sent to Principal immediately after being signed by purchasers. The orders shall contain all conditions and agreements of every nature whatsoever between the parties to the sale, it being agreed that Principal shall not be responsible for promises or conditions not specified on the orders. Principal's product shall not be sold for more or less than the list price established by Principal.
- b. If Principal is compelled to make any concessions to customers or incur any expense by reason of a violation of these requirements, the amount of the expense may be charged to Agent's account.

16. ACCEPTANCE OF ORDERS BY PRINCIPAL

Orders taken by Agent shall not be binding until accepted by Principal. Principal reserves the right to reject any order when, in the judgment of Principal, the product ordered may not be suitable to the business of the customer.

17. AGENT NOT TO COMPETE

Agent, having agreed to devote Agent's whole time to Principal's business, shall not purchase or deal in [product] on Agent's own account in any way during the continuance of this agreement. Agent will not engage, directly or indirectly, either for Agent or as employee of any other party, in manufacturing, buying, selling or dealing in [product], in the territory described, for a period of [period of time], after the termination of the agency created by this agreement, without the written consent of Principal.

18. REPAIRS AND MAINTENANCE OF PRODUCT

Agent shall promptly and properly make necessary repairs on Principal's product in Agent's territory if such repairs can be made by Agent, and to cooperate with and aid Principal in making all other such repairs in Agent's territory, in such manner as Principal may direct.

19. COMPROMISE AND COLLECTION OF ACCOUNTS

A. Principal shall have full control of and discretion as to the collection, adjustment or compromise of any or all accounts for Principal's products sold by Agent. If Principal requests Agent to make any collection, or to obtain possession of Principal's product or other property, whether the request relates to a sale made by Agent or any Agent that preceded Agent in the territory, Agent shall do so promptly.

B. Principal shall determine whether to take a lien on Principal's product sold by Agent. Principal shall not be liable to Agent for any loss of commission or other claim, by reason of failure to take such lien, or by reason of any compromise or adjustment of any account or accounts or notes for products sold by Agent, or any failure for any reason to collect any part of the account or notes.

20. REMITTALS BY AGENT

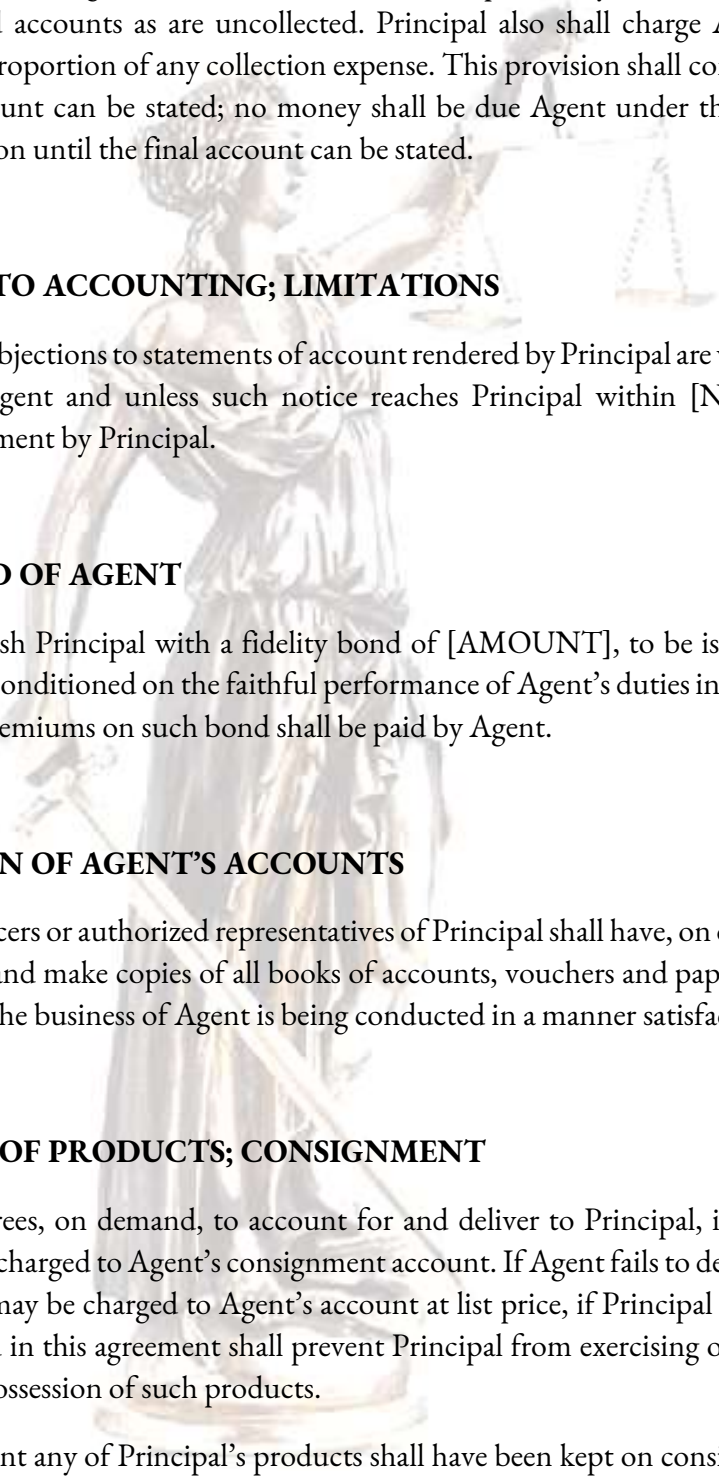
Agent agrees to remit [daily/weekly] to Principal, in the manner prescribed by [the treasurer], of Principal or to deposit [daily/weekly] in a bank or other financial institution designated by Principal's [treasurer], all money, checks and drafts received by Agent for Principal, including any received for repair parts and supplies sold. In no event will Agent use any money collected for Principal to defray the expenses of the agency, or for any other purpose, or deposit the funds in any bank or other financial institution to Agent's own credit.

21. AGENT'S EXPENSES

All expenses for traveling, entertainment, office, clerical, office and equipment maintenance, and general selling expenses that may be incurred by Agent in connection with this agreement will be borne wholly by Agent. In no case shall Principal be responsible or liable for such expenses.

22. ACCOUNTING ON TERMINATION

- a. Agent authorizes Principal, on termination of the agency created by this agreement, to pay any outstanding indebtedness, including amounts due Agent and Agent's employees incurred in the management of the agency, and to charge the amount to Agent's account. Principal shall not be bound to pay any such indebtedness, unless Principal shall elect to do so. Payment of part of Agent's indebtedness by Principal shall not raise any obligation on Principal's part to pay the whole of the indebtedness. An assignment of Agent's account, or any part of it, shall not be binding on Principal unless accepted in writing by Principal's [treasurer].

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- b. On termination of this agreement, Principal shall proceed in the customary manner to collect notes and open accounts for purchases of Principal's product sold by Agent and shall charge against Agent's account the commission previously credited on such amounts of notes and accounts as are uncollected. Principal also shall charge Agent's account with Agent's proportion of any collection expense. This provision shall continue in force until a final account can be stated; no money shall be due Agent under this agreement after its termination until the final account can be stated.

23. OBJECTIONS TO ACCOUNTING; LIMITATIONS

Agent agrees that all objections to statements of account rendered by Principal are waived, unless written notice is given by Agent and unless such notice reaches Principal within [NUMBER] days after rendition of the statement by Principal.

24. SURETY BOND OF AGENT

Agent agrees to furnish Principal with a fidelity bond of [AMOUNT], to be issued by a responsible surety company and conditioned on the faithful performance of Agent's duties in the agency created by this agreement. All premiums on such bond shall be paid by Agent.

25. EXAMINATION OF AGENT'S ACCOUNTS

Agent agrees that officers or authorized representatives of Principal shall have, on demand, access to and the right to examine and make copies of all books of accounts, vouchers and papers of Agent, in order to ascertain whether the business of Agent is being conducted in a manner satisfactory to Principal.

26. DISPOSITION OF PRODUCTS; CONSIGNMENT

- a. Agent agrees, on demand, to account for and deliver to Principal, in good condition, all products charged to Agent's consignment account. If Agent fails to deliver any product, the product may be charged to Agent's account at list price, if Principal so elects, but nothing contained in this agreement shall prevent Principal from exercising other legal remedies to recover possession of such products.
- b. In the event any of Principal's products shall have been kept on consignment by Agent for such period of time that they have become unsaleable as new, Principal may order their

return to the factory, in which event the freight charges from Agent's office to the factory shall be paid by Agent.

27. INSURANCE PREMIUMS; TAXES

Principal shall insure against loss by fire all products delivered on consignment to Agent, charging the premium paid for the insurance to Agent's account. Agent shall pay all personal property taxes levied on consigned products, or shall pay such tax as may be levied in lieu of a personal property tax.

28. COMPLIANCE WITH LAWS

Agent agrees, for the benefit of Agent's employees and subagents, to comply in all respects with the workers' compensation laws of any state or states of which Agent's territory may be a part, and to pay the premiums and other costs and expenses incident to such coverage.

29. CUSTOMER LIST; SALES CALLS

- a. Agent agrees to keep a list of probable purchasers, and also a list of users, of Principal's products in Agent's territory. Both lists shall show the name, nature and address of each business concern listed. The user's list shall also show the style and factory number of Principal's product in use.
- b. Agent agrees to send to Principal, on the form furnished by Principal, a list of all persons called on by Agent or Agent's employees in connection with Principal's business. The list shall show the name, nature and address of each business concern called on, and the object and results of the call.

30. DEPRECIATION OF AGENCY PROPERTY

The office furniture, personal property and fixtures used by Agent in Principal's business shall be invoiced and appraised at least once each year by Agent and a representative of Principal, and a deduction of not less than [%] per year shall be made to cover wear and tear in ordinary depreciation.

31. PURCHASE OF AGENCY PROPERTY

Principal shall have an option of purchase of all or any part of the supplies, repair parts, vehicles and sundries in stock or on hand at the time of termination of the agency, at the current price, less proper deductions for obsolescence and depreciation, if any. Such price shall be paid to Agent or credited on Agent's account with Principal, as Principal may elect.

32. EMPLOYMENT OF SUBAGENTS

Agent agrees not to employ any salespersons to assist in the agency, except under written agreement by the terms of which Principal shall be released from all liability for any indebtedness from Agent to such salespersons. Agent agrees not to employ any person until Agent has supplied Principal with full particulars regarding such person, on the form furnished by Principal, giving the person's name, record, previous occupation, etc., and until Principal's assent to such employment has been received.

33. MODIFICATION AND TERMINATION

Principal at any time may alter and change the boundaries and territory covered by this agency agreement. The agency created by this agreement may be terminated by either party by written notice mailed or delivered to the last known address of the other party. This agreement covers all agreements between Agent and Principal relating to the employment of Agent for the handling of Principal's product.

34. GOVERNING LAW

The enforcement and interpretation of this agreement shall be governed by the laws of [state/province].

The parties have executed this agreement at [designate place of execution] the day and year first above written.

PRINCIPAL

AGENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: TERMINATION OF DISTRIBUTION AGREEMENT

Dear [Contact name],

With this letter, we hereby terminate the agreement between [name of company] and [DISTRIBUTOR] to sell [type of product] in [type of distribution channel].

Upon acceptance of this letter, [DISTRIBUTOR] will immediately cease selling all of [company] product, and return to [company] any leftover product remaining at [DISTRIBUTOR]'s facilities.

Any unauthorized sale of [company] product after acceptance of the terms of this agreement will constitute fraud and trademark violations for which [DISTRIBUTOR] shall be fully liable.

Thank you for your immediate attention to this matter.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

ASSIGNMENT OF A CLAIM FOR DAMAGES

This Assignment of a Claim for Damages (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against [name], arising from the following type claim:

[description]

And the undersigned may in its own name and for its own benefit prosecute, collect, settle, compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

Authorized Signature

Print Name and Title

ASSIGNEE

Authorized Signature

Print Name and Title



AGREEMENT TO ASSIGN

This Agreement to Assign (the "Agreement") is made and effective the [DATE],

BETWEEN: [PROSPECTIVE ASSIGNOR NAME] (the "Prospective Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PROSPECTIVE ASSIGNEE NAME] (the "Prospective Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

The parties declare:

- C. Prospective Assignor has entered into a lease agreement, as lessor, with [lessee], of [address], [city], [state], referred to as "lessee." A copy of the lease agreement, containing a description of the premises, is attached to this agreement as Exhibit A.
- D. Prospective Assignor desires to assign the lease agreement to Prospective Assignee, who will assume all liabilities and duties as well as all rights of Prospective Assignor pertaining to the collection of all rents to become due under the lease agreement after the effective date of the assignment.

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

- 3. Prospective Assignor will transfer and assign to Prospective Assignee all right to the collection of all rents required under the lease agreement provisions in the lease dated [date] on the premises described as follows: [set forth description contained in lease].
- 4. The assignment shall become effective on [date], and shall apply to all rents due thereafter until expiration of the lease agreement term on [date].

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

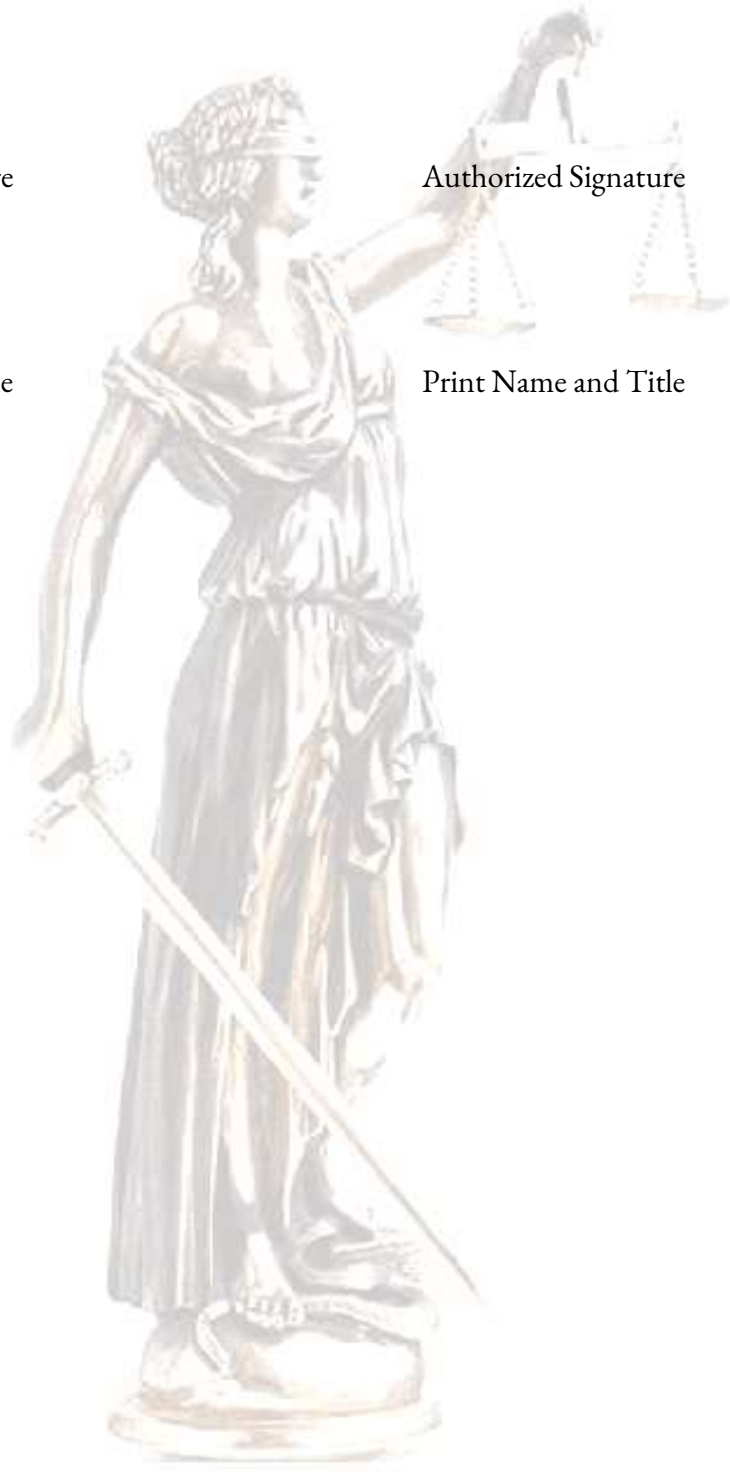
ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF ASSETS

This Assignment of Assets (the "Assignment") is made and effective [DATE],

BETWEEN: [STOCKHOLDER NAME] (the "Stockholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, on the day of [date], the Corporation was formed by Articles of Incorporation filed with the Registrar of Companies in and for the [State/Province], and;

WHEREAS, it is necessary to transfer certain assets into the Corporation in order to capitalize the Corporation, and;

WHEREAS, Stockholder is desirous of transferring to the Corporation certain assets shown on the attached Exhibit "A," and the Corporation is desirous of acquiring said assets.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter entered into, it is agreed as follows:

- c. Stockholder does hereby transfer and assign those assets listed on the attached Exhibit "A" to the Corporation.

d. In consideration for said transfer the Corporation issues to Stockholder [number] shares of stock in the Corporation, with a par value [price] per share.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

STOCKHOLDER

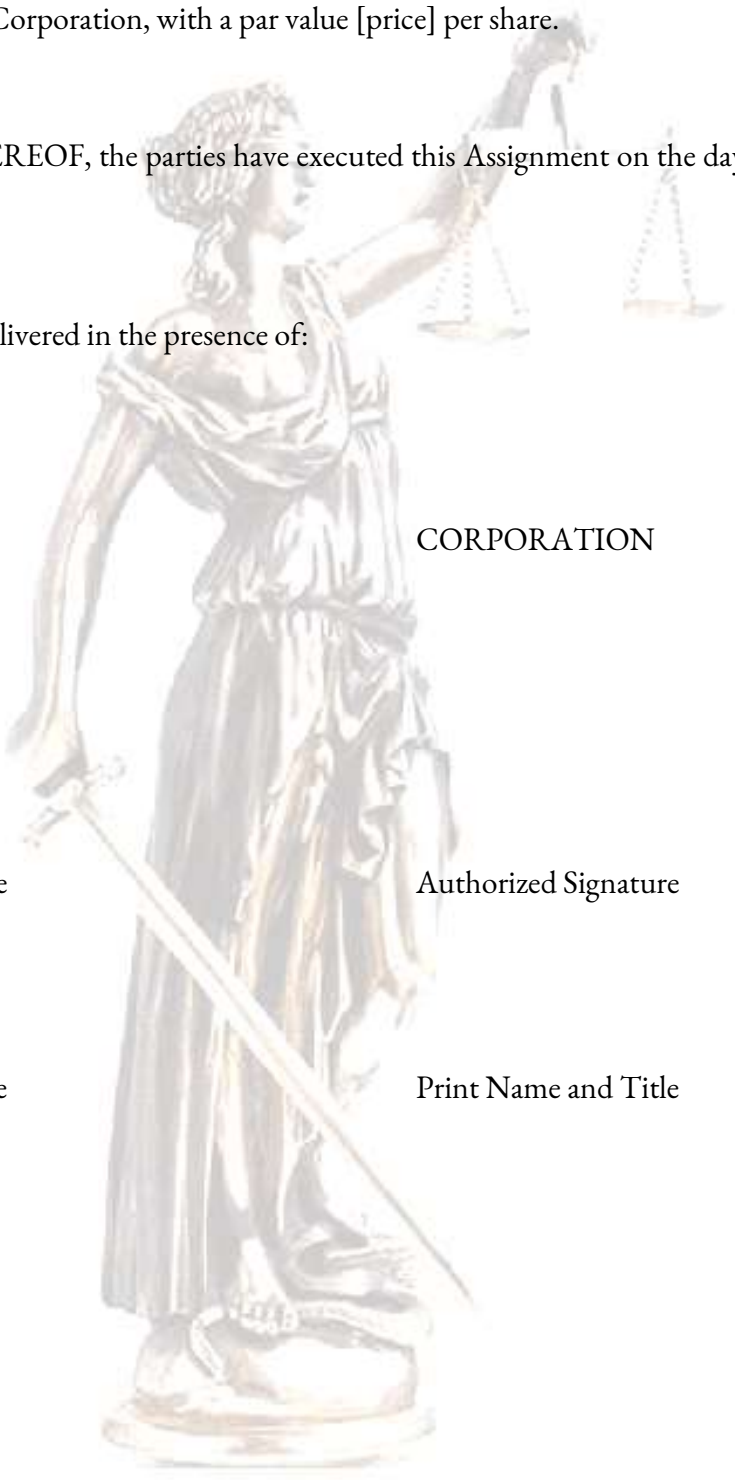
CORPORATION

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF CONTRACT

This Assignment of Contract (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME AND ADDRESS], (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME AND ADDRESS], (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the undersigned Assignor hereby assigns, transfers and sets over to Assignee all rights, title and interest held by the Assignor in and to the following described contract:

[description]

2. TERMS

- a. The Assignor warrants and represents that said contract is in full force and effect and is fully assignable.
- b. The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the contract and agrees to indemnify and hold the

Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

- c. The Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.
- d. The Assignor warrants that the contract is without modification, and remains on the terms contained.
- e. The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.
- f. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT

This Assignment is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WITNESSETH, that for valuable consideration in hand paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee all of his right, title and interest in and to all [description] set forth in [description] that certain Agreement.

The undersigned fully warrants that it has full rights and authority to enter into this assignment and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code



OBJECT: NOTICE OF ASSIGNMENT

Dear [Contact name],

You are hereby notified that on [DATE] we have assigned and transferred to [SPECIFY] the following [SPECIFY] existing between us:

[DESCRIBE]

Please direct any further correspondence (or payments, if applicable) to them at the following address:

[INSERT ADDRESS]

Please contact us should you have any questions, and we thank you for your cooperation.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

BUYING AND SELLING OF SHARES.

AGREEMENT OF PURCHASE AND SALE OF BUSINESS ASSETS

This Agreement of Purchase and Sale (the "Agreement") is made in two original copies, effective [DATE]

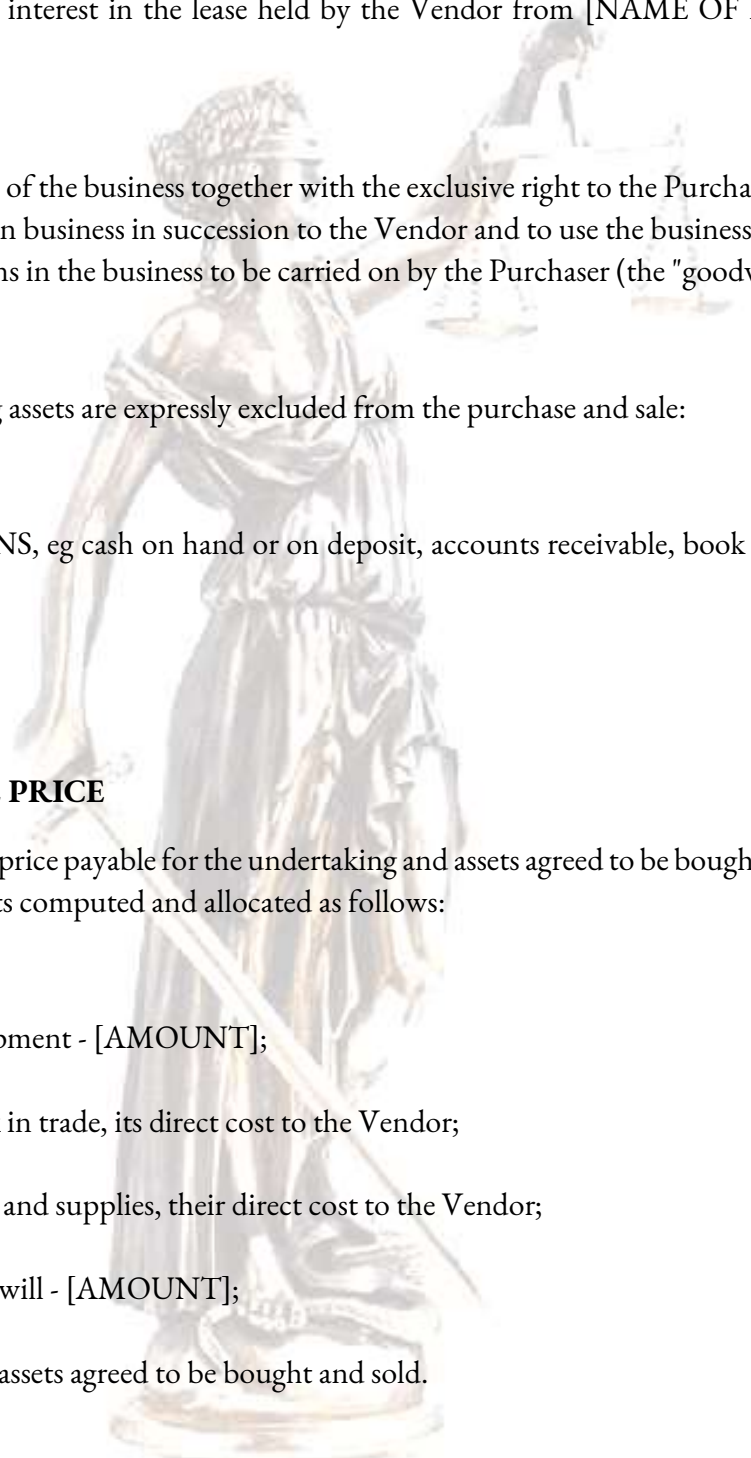
BETWEEN: [VENDOR'S NAME] (the "Vendor"), an individual having is principal place of living located at:

AND: [PURCHASER'S NAME] (the "Purchaser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. SUBJECT-MATTER

1.3 The Purchaser agrees to buy and the Vendor agrees to sell to the Purchaser as a going concern all the undertaking and assets owned by the Vendor in connection with the [TYPE OF BUSINESS] business carried on as [NAME OF BUSINESS] at [ADDRESS] (the "business") including, without limiting the generality of the foregoing:

- f) the furniture, fixtures and equipment more particularly described in Schedule A (the "equipment");
- g) all saleable stock in trade (the "stock in trade");
- h) all useable parts and supplies (the "parts and supplies");

- 
- i) all leasehold interest in the lease held by the Vendor from [NAME OF LANDLORD] (the "lease");
 - j) the goodwill of the business together with the exclusive right to the Purchaser to represent itself as carrying on business in succession to the Vendor and to use the business style of the business and variations in the business to be carried on by the Purchaser (the "goodwill").

1.4 The following assets are expressly excluded from the purchase and sale:

[LIST EXCLUSIONS, eg cash on hand or on deposit, accounts receivable, book and other debts due or accruing due].

2. PURCHASE PRICE

2.4 The purchase price payable for the undertaking and assets agreed to be bought and sold is the total of the amounts computed and allocated as follows:

- f) for the equipment - [AMOUNT];
- g) for the stock in trade, its direct cost to the Vendor;
- h) for the parts and supplies, their direct cost to the Vendor;
- i) for the goodwill - [AMOUNT];
- j) for all other assets agreed to be bought and sold.

2.5 The purchase price for the stock in trade shall be established by an inventory taken and valued after close of business on the day before the day of closing. The Vendor shall produce evidence

satisfactory to the Purchaser of the direct cost to the Vendor of items included in stock in trade. The Purchaser may exclude from the purchase and sale any items which the Purchaser reasonably considers unsaleable by reason of defect in quality or in respect of which the Purchaser is not reasonably satisfied as to proof of direct cost.

- 2.6 The purchase price for the parts and supplies shall be established by an inventory taken and valued after close of business on the day before the day of closing. The Vendor shall produce evidence satisfactory to the Purchaser of the direct cost to the Vendor of items included in the parts and supplies. The Purchaser may exclude from the purchase and sale any items which the Purchaser reasonably considers unusable or in respect of which the Purchaser is not reasonably satisfied as to proof of direct cost.

3. TERMS OF PAYMENT

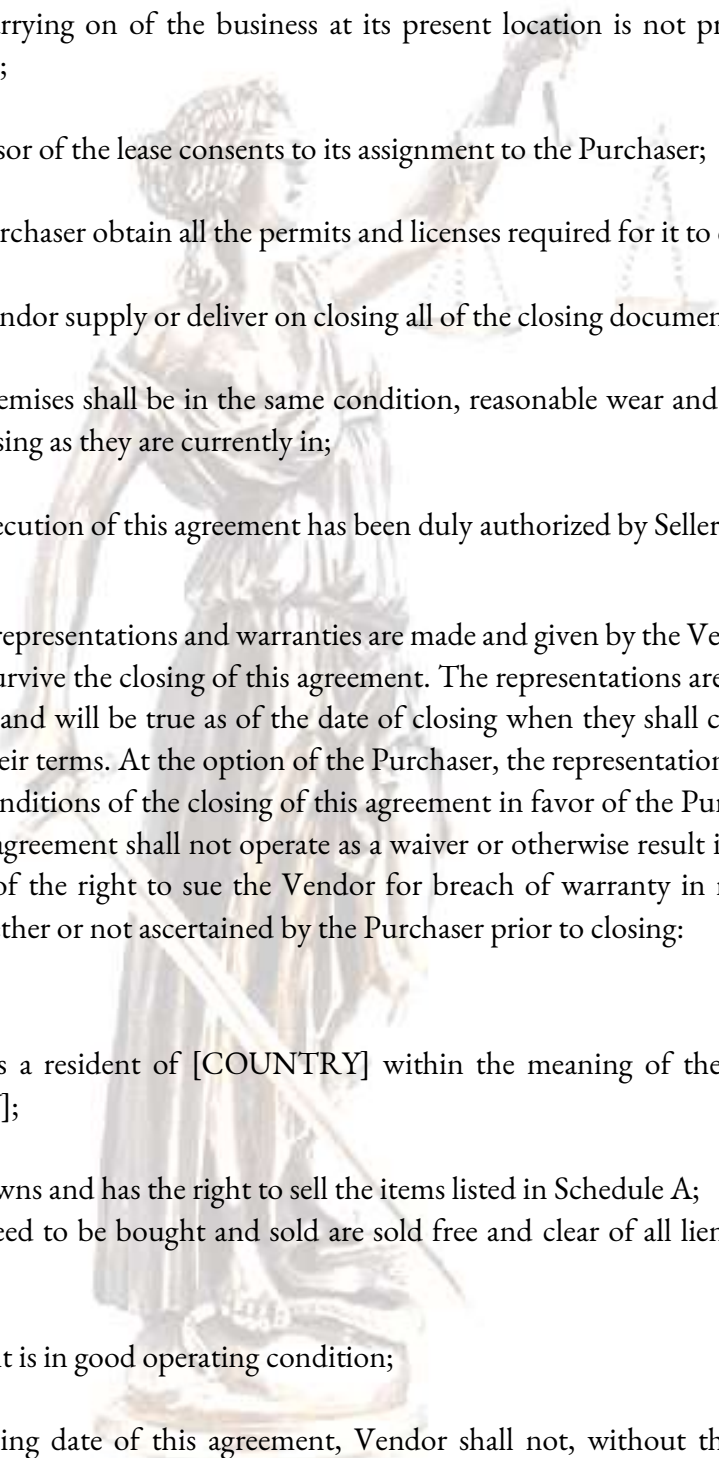
- 3.4 The Vendor acknowledges receiving a check for [AMOUNT] from the Purchaser on execution of this agreement to be held as a deposit by the Vendor on account of the purchase price of the undertaking and assets agreed to be bought and sold and as security for the Purchaser's due performance of this agreement.

- 3.5 The balance of the purchase price for the undertaking and assets agreed to be bought and sold shall be paid, subject to adjustments, by certified check on closing.

- 3.6 The balance of the purchase price due on closing shall be specially adjusted for all prepaid and assumed operating expenses of the business including but not limited to rent and utilities.

4. CONDITIONS, REPRESENTATIONS AND WARRANTIES

- 4.3 In addition to anything else in this agreement, the following are conditions of completing this agreement in favor of the Purchaser:

- 
- h) that the Purchaser obtain financing on terms satisfactory to it to complete the purchase;
 - i) that the carrying on of the business at its present location is not prohibited by land use restrictions;
 - j) that the lessor of the lease consents to its assignment to the Purchaser;
 - k) that the Purchaser obtain all the permits and licenses required for it to carry on the business;
 - l) that the Vendor supply or deliver on closing all of the closing documents;
 - m) that the premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in;
 - n) that the execution of this agreement has been duly authorized by Seller's board of directors.

4.4 The following representations and warranties are made and given by the Vendor to the Purchaser and expressly survive the closing of this agreement. The representations are true as of the date of this agreement and will be true as of the date of closing when they shall continue as warranties according to their terms. At the option of the Purchaser, the representations and warranties may be treated as conditions of the closing of this agreement in favor of the Purchaser. However, the closing of this agreement shall not operate as a waiver or otherwise result in a merger to deprive the Purchaser of the right to sue the Vendor for breach of warranty in respect of any matter warranted, whether or not ascertained by the Purchaser prior to closing:

- k) the Vendor is a resident of [COUNTRY] within the meaning of the Income Tax Act of [COUNTRY];
- l) the Vendor owns and has the right to sell the items listed in Schedule A;
- m) the assets agreed to be bought and sold are sold free and clear of all liens, encumbrances and charges;
- n) the equipment is in good operating condition;
- o) until the closing date of this agreement, Vendor shall not, without the written consent of Purchaser, dispose of or encumber any of the assets or property to be sold hereunder, with the exception of any transactions occurring in the ordinary course of Vendor's business. The

undertaking and assets agreed to be bought and sold will not be adversely affected in any material respect in any way, and Vendor will not do anything before or after closing to prejudice the goodwill;

- p) the financial statements for the business produced by the Vendor and appended as Schedule B are fair and accurate, and prepared in accordance with generally accepted accounting principles.
- q) the lease is in good standing and the Vendor has fulfilled all of its obligations under the lease;
- r) the Vendor has made full and fair disclosure in all material respects of any matter that could reasonably be expected to affect the Purchaser's decision to purchase the undertaking and assets agreed to be bought and sold on the terms set out in this agreement;
- s) the Vendor will execute such assignments, consents, clearances or assurances after closing, prepared at the Purchaser's expense, as the Purchaser considers necessary or desirable to assure the Purchaser of the proper and effective completion of this agreement.
- t) Vendor agrees to disclose to Purchaser not later than [NUMBER] days after the closing date, all trade secrets, customer lists, and technical information held or controlled by Vendor and relating to the business sold hereunder.

5. RISK

5.3 The risk of loss or damage to the undertaking and assets agreed to be bought and sold remains with the Vendor until closing.

5.4 In the event of loss or damage to the tangible assets agreed to be bought and sold prior to closing, at the option of the Purchaser, the replacement cost of the assets lost or damaged or any of them may be deducted from the total purchase price otherwise payable by the Purchaser under this agreement and the corresponding lost or damaged assets shall be excluded from the purchase and sale.

6. SALES TAXES

6.3 The Purchaser shall pay any and all sales taxes payable in respect of the purchase and sale of assets pursuant to this agreement.

6.4 The Vendor shall pay all sales taxes payable or collectible in connection with carrying on the business up to closing and obtain and supply the Purchaser with satisfactory proof of payment within a reasonable time of closing.

7. NON-COMPETITION

7.2 The Vendor covenants with the Purchaser that, in consideration of the closing of this agreement, the Vendor will not operate a [TYPE OF BUSINESS] business or in any way aid and assist any other person to operate such a business in [GEOGRAPHICAL AREA] for a period of [PERIOD] from the date of closing.

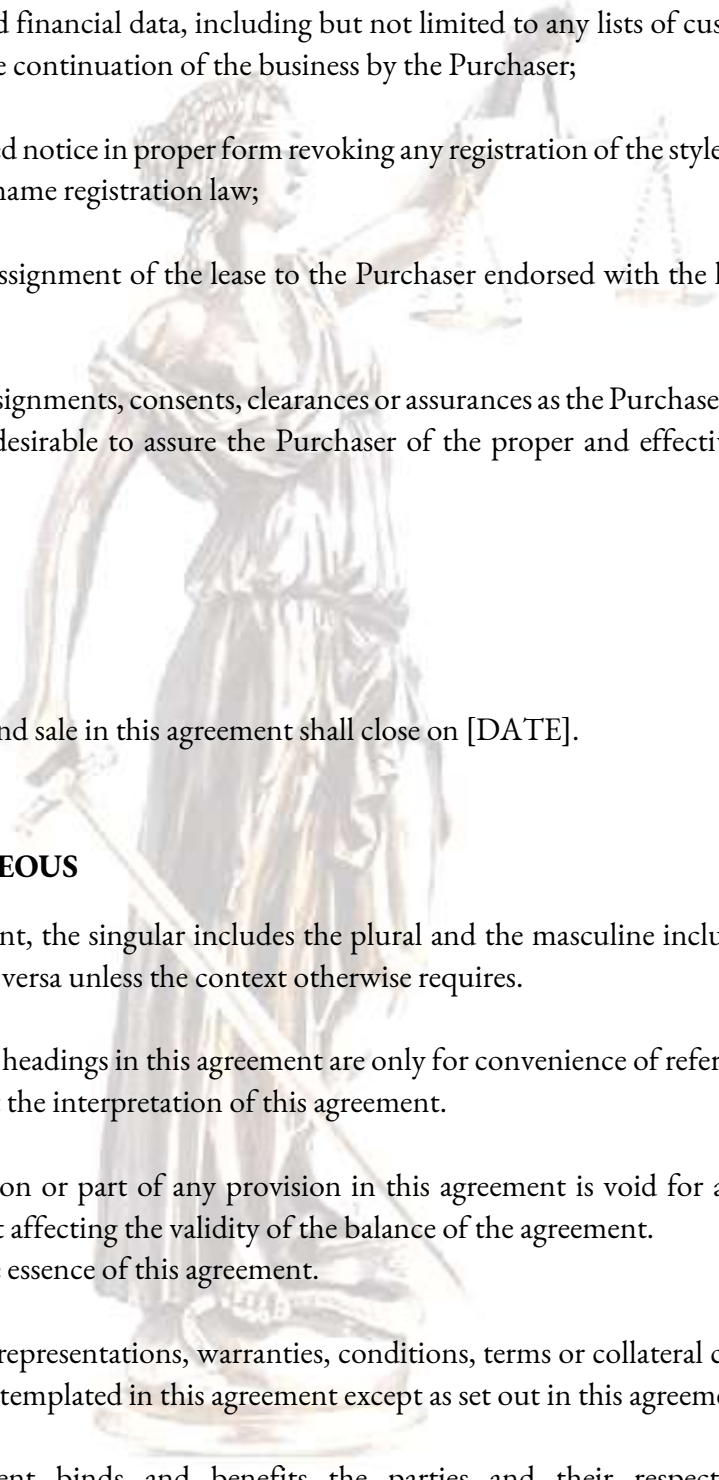
8. BULK SALES

8.2 This agreement shall be completed and the Vendor agrees to comply with any applicable laws governing the sale in bulk of the stock in trade or of any of the other assets pursuant to this agreement.

9. CLOSING DOCUMENTS

9.2 The Vendor shall deliver to the Purchaser, in registrable form where applicable, the following closing documents (the "closing documents"), prepared or obtained at the Vendor's expense, on or before closing:

- g) duplicate, properly executed Bills of Sale of the equipment, stock in trade and parts and supplies together with evidence satisfactory to the Purchaser that the sale complies with any laws governing the sale in bulk of the stock in trade or of the sale of any of the other assets pursuant to this agreement;

- 
- h) a statutory declaration that the Vendor is a resident of [COUNTRY] within the meaning of the Income Tax Act of [COUNTRY] as of the date of closing;
 - i) all records and financial data, including but not limited to any lists of customers and suppliers, relevant to the continuation of the business by the Purchaser;
 - j) a duly executed notice in proper form revoking any registration of the style of the business under any business name registration law;
 - k) an executed assignment of the lease to the Purchaser endorsed with the lessor's consent to the assignment;
 - l) such other assignments, consents, clearances or assurances as the Purchaser reasonably considers necessary or desirable to assure the Purchaser of the proper and effective completion of this agreement.

CLOSING DATE

10.2 The purchase and sale in this agreement shall close on [DATE].

10. MISCELLANEOUS

11.8 In this agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.

11.9 The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.

11.10 If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.

11.11 Time is of the essence of this agreement.

11.12 There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.

11.13 This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

11.14 This agreement is governed by the laws of the State/Province of [STATE/PROVINCE].

11. ACCEPTANCE

12.2 This agreement executed on behalf of the Purchaser constitutes an offer to purchase which can only be accepted by the Vendor by return of at least one originally accepted copy of agreement to the Purchaser on or before [DATE] failing which the offer becomes null and void. If this offer becomes null and void or is validly revoked before acceptance or this agreement is not completed by the Purchaser for any valid reason, any deposit tendered with it on behalf of the Purchaser shall be returned without penalty or interest.

Executed under seal on [DATE].

Signed, Sealed and Delivered in the Presence of:

VENDOR

PURCHASER

Authorized Signature Authorized Signature



AGREEMENT OF PURCHASE AND SALE OF SHARES BY ANOTHER STOCKHOLDER OR BY THE CORPORATION

This Agreement of Purchase and Sale of Shares (the "Agreement"), is made and effective [DATE],

BETWEEN: [STOCKHOLDER 1 NAME] an individual having is principal place of living located at:

[ADDRESS]

[STOCKHOLDER 2 NAME] an individual having is principal place of living located at:

[ADDRESS]

Hereinafter separately referred to as "Stockholder", and jointly as "Stockholders"

AND: [COMPANY NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

[ADDRESS]

WITNESSETH:

WHEREAS, the Stockholders together own [%] of the outstanding shares of capital stock of the Corporation, and

WHEREAS, as used herein, the term "shares" shall mean all shares of common stock, at [VALUE] par share, of the Corporation now owned or hereafter acquired by the parties, and

WHEREAS, the Stockholders are actively engaged in the conduct of the business of the Corporation, and it is contemplated that success or failure of the corporate enterprise will at all times depend in large measure on the personal abilities of the Stockholders, and

WHEREAS, there is not now, nor is there likely in the future to be a substantial market for the shares of the Corporation, and

WHEREAS, for the foregoing reasons, the parties desire to provide for the purchase by another Stockholder or by the Corporation of the stock of any party desiring to sell the same; and for the purchase by the Corporation of the stock of a deceased party.

IT IS THEREFORE AGREED, in consideration of the mutual promises and covenants hereinafter set forth, as follows:

1. Restriction During Life

No stockholder shall transfer or encumber any of his shares of capital stock of the Corporation during his lifetime to any person, firm or corporation, without the consent of the Corporation and the other Stockholder, unless the Stockholder desiring to make the transfer or encumber (hereinafter referred to also as the "Transferor") shall have first made the offer hereinafter described and such offer shall not have been accepted.

a) Offer by the Transferor

The offer shall be given pro rata initially to the other Stockholder(s) and shall consist of an offer to sell or encumber all of the shares of the capital stock of the Corporation owned by the Transferor, to which shall be attached a statement of intention to transfer, the name and address of such prospective transferee, the number of shares of capital stock involved, and the terms of such transfer or encumbrance.

b) Acceptance of Offer

Within [NUMBER] days after the receipt of such offer the other Stockholder(s) may, at their option, elect to accept the offer. If such offer is not accepted by the other Stockholder(s), the Corporation may within [NUMBER] days after the rejection of such offer, at its option, elect to accept the offer. The Corporation shall exercise its election to purchase by giving notice thereof to the Transferor and to the other Stockholder(s). The other Stockholder(s) shall exercise the election to purchase by giving notice thereof to the Transferor and to the Corporation. In either event, the notice shall specify a date for the closing of the transaction, which shall not be more than [NUMBER] days after the date of the giving of such notice.

c) Purchase Price

The purchase price for, or the consideration for the encumbrance of the shares of the capital stock of the Corporation owned by the Transferor shall be set forth in paragraph 3 hereof.

d) Closing of Transaction

The closing of the transaction shall take place at the principal office of the Corporation. The consideration shall be paid as provided for in paragraph 3 hereof. Certificates for all shares sold or encumbered hereunder, property endorsed to Corporation or to the purchasing Stockholder, as the case may be, shall be delivered by transferor not later than the date of closing.

e) Release from Restriction

If the offer is neither accepted by the Corporation nor by the other Stockholder(s), the Transferor may make a bona fide transfer to the prospective transferee named in the statement attached to the offer, such transfer to be made only in strict accordance with the terms therein stated. However, if the Transferor shall fail to make such transfer within [NUMBER] days following the expiration of the election period by the other Stockholder(s), such shares of capital stock shall again become subject to all of the restrictions of this Agreement, provided, however, that nothing contained herein shall be construed as releasing any shares of this Corporation from any restriction or requirement of law concerning transfer of such shares.

f) Termination of Employment

Any Stockholder whose employment in any capacity with the company or its subsidiaries terminates for any reason whatsoever, voluntarily or involuntarily, shall be considered as of the date of such termination of employment to have made an offer of all of his shares of stock subject to the terms of this Agreement, at the purchase price stated in paragraph 3 hereof.

g) Subchapter "S" Election

If at the time of a transfer of stock permitted hereunder, the Corporation then is an "S" corporation, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders.

2. Purchase Upon Death

Upon the death of a Stockholder (hereinafter referred to as Decedent), all of the shares of the capital stock of the Corporation owned by him, and to which he or his estate shall be entitled, shall be sold and purchased as hereinafter provided:

a) Obligation of the Corporation to Purchase

It shall be for the Corporation to purchase from the Decedent's Personal Representative, and the Decedent's Personal Representative shall be obligated to sell to the Corporation, all of the shares of the capital stock of the Corporation owned by the Decedent and to which the Decedent or his Personal Representative shall be entitled, at the price set forth in paragraph 3 hereof.

b) Closing

The closing of such purchase and sale shall take place at the offices of the Corporation, at a date selected by the Corporation upon [NUMBER] days notice to the Transferor which date shall be not more than [NUMBER] days following the date of the qualification of the Personal Representative and not less than [NUMBER] days following such date.

c) Insurance

To insure or partially insure its obligation under this Agreement to purchase from the estate of a deceased Stockholder the shares owned by him prior to his death, the Corporation shall have the option to purchase policies of insurance covering the lives of each Stockholder in any amount deemed desirable. In the event any Stockholder ceases to be a Stockholder of the Corporation, the Corporation shall terminate any such insurance on such Stockholder's life and in the event any Stockholder increases his holdings of the shares of the Corporation, the Corporation shall procure and maintain, if so desired by it, additional insurance on the life of such Stockholder proportionate to the increase in the holdings of such Stockholder.

If the corporation shall receive any proceeds of any policy on the life of the Decedent, such proceeds shall be used by the Corporation to pay the Decedent's Personal Representative to the extent of the purchase price of the Decedent's stock, such payment to be deemed made on account of such purchase price.

d) Balance of Purchase Price

If the amount of any insurance proceeds is insufficient to pay the purchase price of any Decedent's shares, then the balance of the purchase price remaining after credit for any insurance proceeds shall be payable as follows: [%] of the balance due to be paid shall be paid in cash, and the balance shall be represented by a promissory note executed by the purchaser payable in [NUMBER] installments, which note shall be secured by the stock of the deceased Stockholder.

e) "S" Election

If the corporation is an "S" corporation at the time of the transfer and sale of its stock, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders. Such written consent shall be submitted prior to the delivery of the shares to the transferee.

3. Consideration

Unless the parties agree to another price in writing, the price for each share of capital stock to be sold under this Agreement shall be equal to its fair market value as an on-going business concern as determined in the sole discretion of the company's Certified Public Accountant, (CPA) and such determination by the CPA shall be binding and conclusive upon the parties hereto.

Unless the parties agree otherwise, the purchase price shall be paid as follows:

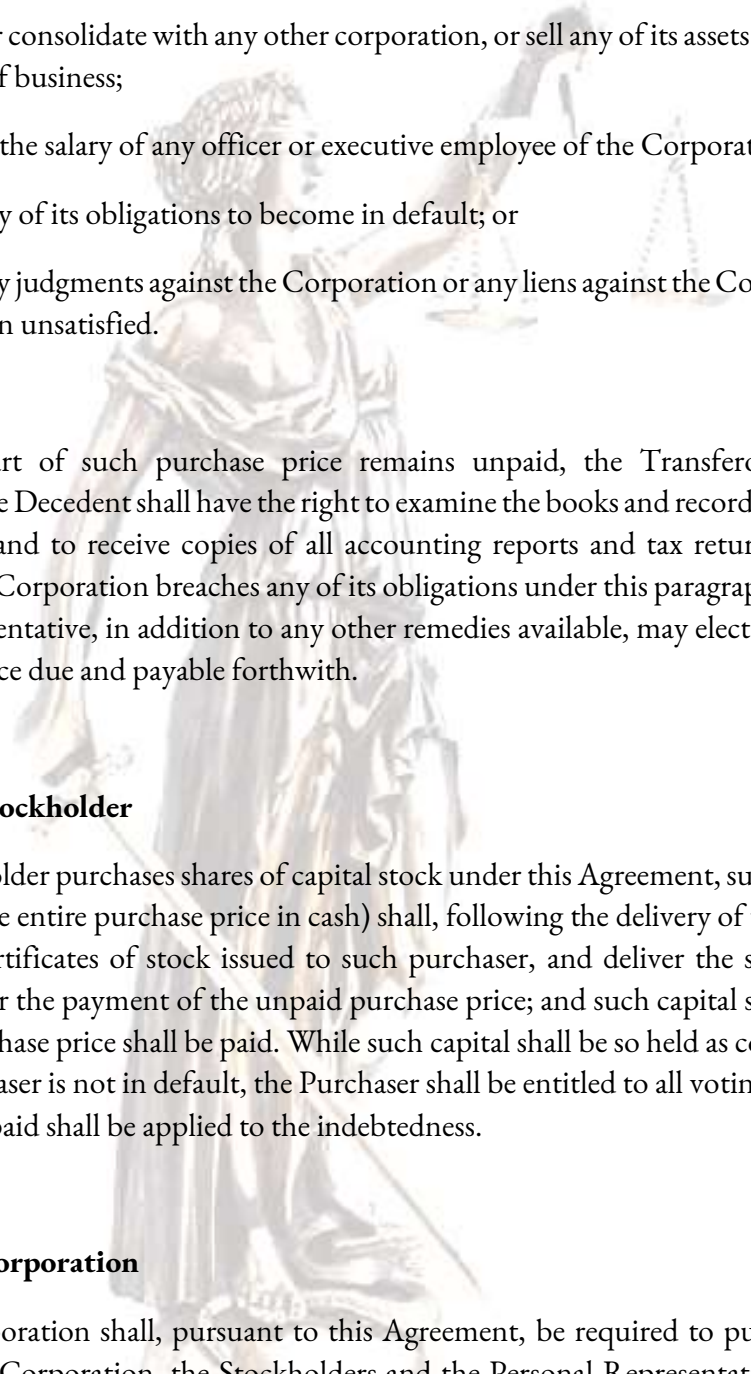
- iv. [%] of the amount determined to be due as the price to be paid at the closing in addition to any insurance proceeds and the balance to be payable by the execution of a promissory note in such amount to be repaid in [number] installments, such note to be secured by the stock being sold.
- v. The promissory note shall bear interest until paid in full at the prime rate as determined from time to time by [BANK NAME] or any other bank as determined by and agreed upon by the Stockholders.
- vi. In the event that suit shall be required to collect on the promissory notes above referred to, then in such event, the defaulting Stockholder or the Corporation shall pay for attorney fees, and courts costs, incurred in such action.

4. Limitation on Stockholder's Right to Pledge Stock

The restrictions of paragraph 1 above shall not apply to encumbrances as collateral for a note or notes in favor of the company or any one or more of the other Stockholders or in favor of a recognized lending institution, but only if the proceeds of such loan are used in their entirety to purchase shares of the Corporation and the borrowing Stockholder delivers to the Corporation and the other Stockholder(s) the written commitment of the lender, in form acceptable to the Corporation that such lender will not dispose of such shares without first affording the Corporation and the other Stockholder(s) the right for a period of [NUMBER] days to purchase shares at a price satisfactory to the Corporation and the other Stockholder(s).

5. Corporate Restrictions After Purchase

So long as any part of the purchase price of shares of capital stock sold in accordance with this Agreement remains unpaid, the Corporation shall not:

- 
- vii. declare or pay dividends on its capital stock;
 - viii. reorganize its capital structure;
 - ix. merge or consolidate with any other corporation, or sell any of its assets except in the regular course of business;
 - x. increase the salary of any officer or executive employee of the Corporation;
 - xi. allow any of its obligations to become in default; or
 - xii. allow any judgments against the Corporation or any liens against the Corporation's property to remain unsatisfied.

So long as any part of such purchase price remains unpaid, the Transferor, or the Personal Representative of the Decedent shall have the right to examine the books and records of the Corporation from time to time and to receive copies of all accounting reports and tax returns prepared for the Corporation. If the Corporation breaches any of its obligations under this paragraph, the Transferor or the Personal Representative, in addition to any other remedies available, may elect to declare the entire unpaid purchase price due and payable forthwith.

6. Purchase By Stockholder

Whenever a Stockholder purchases shares of capital stock under this Agreement, such purchaser (unless he shall have paid the entire purchase price in cash) shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to such purchaser, and deliver the same to the Seller as collateral security for the payment of the unpaid purchase price; and such capital stock shall be so held until the entire purchase price shall be paid. While such capital shall be so held as collateral security and so long as the Purchaser is not in default, the Purchaser shall be entitled to all voting rights with respect thereto. Dividends paid shall be applied to the indebtedness.

7. Purchase By Corporation

Whenever the Corporation shall, pursuant to this Agreement, be required to purchase shares of the capital stock of the Corporation, the Stockholders and the Personal Representative of any Decedent shall do all things and execute and deliver all papers as may be necessary to consummate such purchase. Any note required to be given hereunder by the Corporation as part of the purchase price shall be endorsed and guaranteed by the remaining or surviving Stockholders, who shall not be discharged from

such liability by reason of the subsequent extension, modification or renewal of any such note. Until all amounts due are paid, the stock certificates shall be delivered to Seller.

8. Endorsement On Stock Certificates

Each certificate representing shares of capital stock of the Corporation now or hereafter held by the Stockholders shall contain with a legend insubstantially the following form: "The transfer or encumbrance of the shares of stock represented by the within certificate is restricted under the terms of an Agreement dated [DATE] a copy of which is on file at the Corporation office."

9. Value of Purchase Price for Tax Purposes

It is understood that the purchase price, determined as set forth hereinabove, shall be the value of the purchased shares for all tax purposes. In the event such value is later increased by any federal or state taxing authority, any tax liability resulting from such increase shall be borne by the selling Stockholder or his Personal Representative, as the case may be.

10. Amendments

This Agreement may be amended or altered by execution of a written agreement authorized by corporate resolution and signed by all the parties hereto.

11. Notices

Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein, shall be given in writing by registered or certified mail addressed, in the case of the Stockholders, to his address appearing on the stock books of the Corporation, or to his residence, or to such other address as may be designated by him, and in the case of the Corporation, to the principal office of the Corporation, postage prepaid, by United States Mail, and shall be considered to have been delivered on the [DAY] day following the date stamped by the post office.

12. Invalid Provision

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

13. Modification

It is understood between the parties that this Agreement contains the entire understanding of the parties and no change or modification of this Agreement shall be valid unless the same be in writing and signed by all the parties hereto.

14. Binding Effect

This Agreement shall bind and, unless inconsistent with its provisions, shall inure to the benefit of the Executor, Administrator or Personal Representative, and the heirs and assigns of each of the Stockholders.

15. Prior Agreement

This Agreement supersedes any prior Agreement of the parties.

16. Deadlock

If at any time the Stockholders cannot agree on the Certified Public Accountant of the company and therefore are unable to establish an acceptable price for purchase, the matter shall be submitted to arbitration in the following manner:

- i. Each Stockholder shall, within [NUMBER] days after notice of such deadlock, appoint a Certified Public Accountant, and the two accountants shall then appoint a third Certified Public Accountant within [NUMBER] days after the two accountants are selected, and the average of purchase price determined by them shall be final, conclusive and binding upon the Stockholders, their executors, administrators and personal representatives, and a judgment on such determination may be obtained in any court of proper jurisdiction. The cost of such accounting shall be borne equally by the parties unable to reach agreement hereunder.

- ii. In the event any one of the Stockholders shall fail within the given time to select a Certified Public Accountant to represent him to resolve the dispute, then and in such event, the remaining Stockholder shall have the right to institute suit for specific performance under this Agreement, and the defaulting Stockholder shall pay for all attorney fees and court costs of such action.

22. Indebtedness of a Stockholder

In the event that there is a purchase and sale of shares of stock or interest therein, pursuant to the provisions hereinabove, and there is any indebtedness owed by the selling Stockholder or his estate to any party to this Agreement, then, notwithstanding the said provisions relating to the payment of the purchase price, and any amount to be paid for the stock being purchased shall be applied first to reduce and satisfy any indebtedness owed by the Selling Stockholder or his estate to any party under this Agreement

23. Default

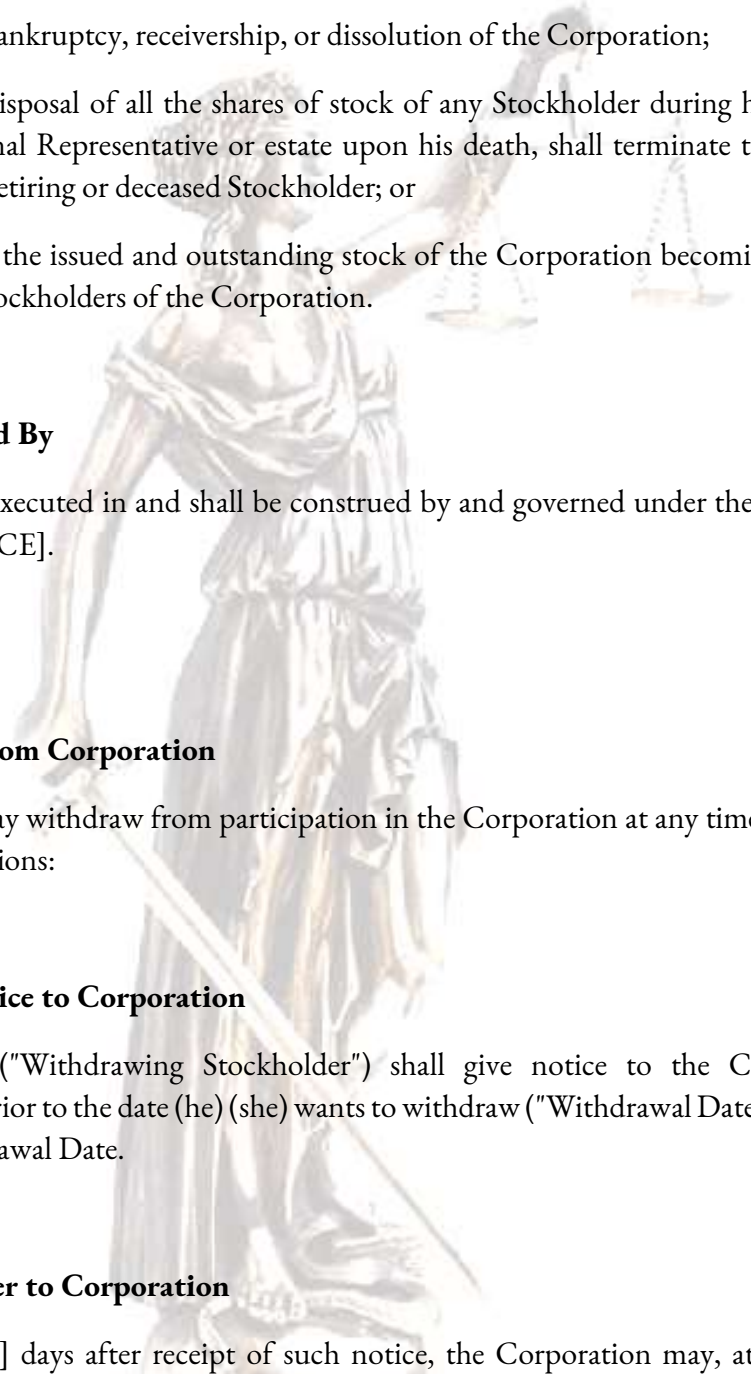
In the event of a default in the payment of any installment of the purchase price, the covenants and conditions of this Agreement, or any Security Agreement given to Sellers, Sellers may declare the entire unpaid portion of the purchase price to be immediately due and payable, and may proceed to enforce payment of same and to exercise any and all rights and remedies provided by the Uniform Commercial Code as well as any other rights and remedies either at law or in equity available to them, and Seller may assign, sell or transfer all or any part of the collateral in such manner, at such price, and on such terms and conditions as Sellers, in their sole and absolute discretion, may determine. Sellers or the Corporation shall have the right to purchase any or all of the collateral, apply any unpaid indebtedness on account thereof, and have a claim against Purchaser for the balance of such indebtedness in addition to any and all remedies available to them at law or in equity.

24. Voting

It is understood and agreed that until the purchase price shall have been paid in full, the Purchaser shall have no voting rights whatsoever.

25. Termination of Agreement

This Agreement shall terminate upon the occurrence of one of the following events:

- 
- v. The written agreement of the parties hereto or their successors in interest to that effect;
 - vi. The bankruptcy, receivership, or dissolution of the Corporation;
 - vii. The disposal of all the shares of stock of any Stockholder during his lifetime or by his Personal Representative or estate upon his death, shall terminate this Agreement as to such retiring or deceased Stockholder; or
 - viii. All of the issued and outstanding stock of the Corporation becoming owned by one of the Stockholders of the Corporation.

26. Laws Governed By

This Agreement is executed in and shall be construed by and governed under the laws of the State of [STATE/PROVINCE].

22. Withdrawal from Corporation

Any Stockholder may withdraw from participation in the Corporation at any time in accordance with the following provisions:

a) Notice to Corporation

Such Stockholder ("Withdrawing Stockholder") shall give notice to the Corporation at least [NUMBER] days prior to the date (he) (she) wants to withdraw ("Withdrawal Date") which notice shall set forth the Withdrawal Date.

b) Offer to Corporation

Within [NUMBER] days after receipt of such notice, the Corporation may, at its option, elect to purchase all, but not less than all, of the Withdrawing Stockholder's shares. The Corporation shall exercise its option to purchase by giving written notice thereof to the Withdrawing Stockholder within said [NUMBER] day period. Such written notice shall specify a date for the closing of the purchase, which shall not be more than [NUMBER] days after the date of the giving of such notice. The purchase

price for the shares to be paid by the Corporation and terms of payment therefore shall be as set forth in Paragraph 3 hereof.

c) Acceptance by Stockholders

If the Corporation fails to exercise said option within said [NUMBER] day period, then for a [NUMBER] day period thereafter the other Stockholder(s) of the Corporation shall have the option to purchase such shares, such option to be exercised in the same manner as that of the Corporation, and the purchase price and terms of payment to be the same for the Stockholder(s) as for the Corporation as set forth in Paragraph 3 hereof. The option may be exercised by the Stockholders pro rata (based on that proportion which the number of shares owned by each other Stockholder bears to the total number of shares then outstanding, not counting the shares proposed to be sold), and if one (or more) of the Stockholders does not desire to exercise his option, then his option shall be exercisable on a pro rata basis by the other Stockholders (not counting for any purpose, the shares proposed to be sold or the shares owned by any Stockholder who does not desire to exercise his option); or the option may be exercised by the other Stockholders on such basis as they may agree upon.

d) Dissolution and Liquidation

In the event that neither the Corporation nor the other Stockholder(s) purchase the shares of the Withdrawing Stockholder, the other Stockholder(s) agree to execute a consent voluntarily dissolving the Corporation. In addition, the Stockholder(s) agree to liquidate the assets of the Corporation as soon as practicable thereafter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written. Signed, Sealed and Delivered in the Presence of: "STOCKHOLDERS"

STOCKHOLDER

STOCK HOLDER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

CORPORATION

Authorized Signature

Print Name and Title

[CORPORATE SEAL]

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code



OBJECT: COMPANY CREDIT ACCOUNT APPROVAL

Dear [Contact name],

This letter confirms your and our mutual intentions with respect to the potential transaction described herein between [NAME OF BUYER] (“Buyer”) and [NAME OF SELLER] (“Seller”).

1. Prices and Terms

We envisage that the principal terms of the proposed transaction would be substantially as follows:

(h) Business to be Acquired; Liabilities to be Assumed

We would acquire substantially all of the assets, tangible and intangible, owned by Seller that are used in, or necessary for the conduct of, its [BUSINESS TYPE] business, including, without limitation: (i) the [MAIN PRODUCT], subject to any obligations contained in disclosed license agreements and all related intellectual property; (ii) the fixed assets of Seller, (iii) any and all customer lists; and (iv) the goodwill associated therewith, all free and clear of any security interests, mortgages or other encumbrances.

(i) Consideration

The aggregate consideration for the assets and business to be purchased would be [AMOUNT]; provided, however, that the working capital (current assets less current liabilities) of the business to be purchased equals or exceeds [AMOUNT], as shown on a closing date balance sheet prepared in accordance with generally accepted accounting principles.

(j) Due Diligence Review

Promptly following the execution of this letter of intent, you will allow us to complete our examination of your financial, accounting and business records and the contracts and other legal documents and

generally to complete due diligence. Any information obtained by us as a result thereof will be maintained by us in confidence subject to the terms of the Confidentiality Agreement executed by the parties and dated [DATE] (the “Confidentiality Agreement”). The parties will cooperate to complete due diligence expeditiously.

(k) Conduct in Ordinary Course

In addition to the conditions discussed herein and any others to be contained in a definitive written purchase agreement (the “Purchase Agreement”), consummation of the acquisition would be subject to having conducted your business in the ordinary course during the period between the date hereof and the date of closing and there having been no material adverse change in your business, financial condition or prospects.

Definitive Purchase Agreement

All of the terms and conditions of the proposed transaction would be stated in the Purchase Agreement, to be negotiated, agreed and executed by you and us. Neither party intends to be bound by any oral or written statements or correspondence concerning the Purchase Agreement arising during the course of negotiations, notwithstanding that the same may be expressed in terms signifying a partial, preliminary or interim agreement between the parties.

(l) Employment Agreement

Simultaneously with the execution of the Purchase Agreement, we would enter into employment agreements with [OWNER A NAME] and [OWNER B NAME] on such terms and conditions as would be negotiated and agreed by them and us, including mutually agreeable provisions regarding term, base and incentive compensation, confidentiality, assignment to us of intellectual property rights in past and future work product and restrictions on competition. We would also offer employment to substantially all of Seller’s employees and would expect the management team to use its reasonable best efforts to assist us to employ these individuals.

(m) Timing

We and you would use all reasonable efforts to complete and sign the Purchase Agreement on or before [DATE] and to close the transaction as promptly as practicable thereafter.

8. Expenses

You and we will pay our respective expenses incident to this letter of intent, the Purchase Agreement and the transactions contemplated hereby and thereby.

9. Public Announcements

Neither you nor we will make any announcement of the proposed transaction contemplated by this letter of intent prior to the execution of the Purchase Agreement without the prior written approval of the other, which approval will not be unreasonably withheld or delayed. The foregoing shall not restrict in any respect your or our ability to communicate information concerning this letter of intent and the transactions contemplated hereby to your and our, and your and our respective affiliates', officers, directors, employees and professional advisers, and, to the extent relevant, to third parties whose consent is required in connection with the transaction contemplated by this letter of intent.

10. Broker's Fees

You and we have represented to each other that no brokers or finders have been employed who would be entitled to a fee by reason of the transaction contemplated by this letter of intent.

11. Exclusive Negotiating Rights

In order to induce us to commit the resources, forego other potential opportunities, and incur the legal, accounting and incidental expenses necessary properly to evaluate the possibility of acquiring the assets and business described above, and to negotiate the terms of, and consummate, the transaction contemplated hereby, you agree that for a period of [number of days] days after the date hereof, you, your affiliates and your and their respective officers, directors, employees and agents shall not initiate, solicit, encourage, directly or indirectly, or accept any offer or proposal, regarding the possible acquisition by any person other than us, including, without limitation, by way of a purchase of shares, purchase of assets or merger, of all or any substantial part of your equity securities or assets, and shall not (other than in the ordinary course of business as heretofore conducted) provide any confidential information regarding your assets or business to any person other than us and our representatives.

Miscellaneous

This letter shall be governed by the substantive laws of the State of [STATE/PROVINCE] without regard to conflict of law principles. This letter constitutes the entire understanding and agreement

between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

12. No Binding Obligation

Except for Sections 1(c) and 2 through 6, THIS LETTER OF INTENT DOES NOT CONSTITUTE OR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY TO THIS LETTER OF INTENT. NO SUCH OBLIGATION SHALL BE CREATED, EXCEPT BY THE EXECUTION AND DELIVERY OF THE PURCHASE AGREEMENT CONTAINING SUCH TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION AS SHALL BE AGREED UPON BY THE PARTIES, AND THEN ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH PURCHASE AGREEMENT.

The Confidentiality Agreement is hereby ratified and confirmed as a separate agreement between the parties thereto.

If the foregoing terms and conditions are acceptable to you, please so indicate by signing the enclosed copy of this letter and returning it to the attention of the undersigned.

Very truly yours,

[BUYER NAME]

Your title

Telephone contact

youremail@yourcompany.com

[SELLER COMPANY NAME]

By:

Title:

OPTION TO ACQUIRE SHARES FROM A SHAREHOLDER

BETWEEN: [SELLER'S NAME] (the "Seller"), who owns [NUMBER] of shares of the common stock of [NAME OF COMPANY], a corporation organized and existing under the laws of the [STATE/PROVINCE] (the "Company")

AND: [BUYER'S NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is entered into upon the basis of the following facts and intentions of the parties:

- C.** Seller owns [NUMBER] of shares of the common stock (the "Shares") of the Company.
- D.** Buyer desires to obtain an option to purchase the Shares from Seller and Seller is willing to grant such an option to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Option

As of the date hereof, the Seller grants to Buyer an option (the “Option”) to purchase all of the Shares from Seller upon all of the terms, covenants and conditions hereinafter set forth. The share certificates representing the Shares shall hereafter bear a legend referring to this Option Agreement.

Consideration for the Option

As consideration for the Option, Buyer shall pay to Seller the sum of \$[AMOUNT] on the date hereof. In the event this option is exercised, all consideration paid for the Option [SHALL OR SHALL NOT] be applied against and be deemed to be a payment upon the purchase price. In the event that Buyer does not exercise the Option, the consideration paid to Buyer for the Option [WILL OR WILL NOT] be retained by Seller without deduction or offset.

Term and Exercise

Buyer may exercise the Option at any time up to and until [DATE], by giving Seller written notice of his intention to exercise the Option.

Purchase Price

The purchase price (“Purchase Price”) which Buyer agrees to pay upon exercise of the Option is [AMOUNT] Dollars (\$[AMOUNT]) per share, payable in cash.

Number of Shares

The number and class of Shares specified in this Agreement and/or the Purchase Price are subject to appropriate adjustment in the event of any merger, reorganization, consolidation, re-capitalization, liquidation, stock dividend, split-up, share combination or other change in the corporate structure of the Company affecting the Shares.

Representations and Warranties of Seller

The Seller represents and warrants to the Buyer that:

The Seller has full power and authority to execute and deliver this Agreement, and this Agreement is a valid and binding agreement enforceable against the Seller in accordance with its terms;

Neither the execution of this Agreement nor the sale of the Shares will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding or arrangement to which the Seller is a party or by which Seller is bound or of any law, decree, or judgment;

Now and up to the time of exercise of the Option, the Seller will have valid title to the Shares, free and clear of all claims, liens, charges, encumbrances and security interests, and will transfer such Shares upon exercise of the Option to the Buyer free and clear of all claims, liens, charges, encumbrances and security interests;

The Purchase Price may or may not reflect the actual value of the Shares, that the Seller has investigated the value independently, that he has been represented by independent counsel, and that he understands that the value of the Shares when and if the Option is exercised may be significantly higher than the Purchase Price; and

Prior to [DATE], Seller shall not sell, assign, transfer, pledge, hypothecate, or otherwise encumber any of the Shares.

Cooperation

Each party shall, upon request of the other party, promptly execute and deliver all additional documents reasonably deemed by the requesting party to be necessary, appropriate or desirable to complete and evidence the sale, assignment and transfer of the Shares pursuant to this Agreement.

Representations and Warranties of the Buyer

Buyer represents and warrants to the Seller that (a) this Agreement is a valid and binding agreement enforceable against Buyer in accordance with its terms and (b) Buyer, if he exercises the option, will be purchasing the Shares for his own account and not with a view to or for sale in connection with any distribution of such Shares in violation of applicable securities laws.

Purchase and Sale

If Buyer exercises the Option, at a closing (the “Closing”), the Seller shall sell, transfer and deliver the Shares, represented by certificates duly endorsed in blank or accompanied by stock powers duly executed, to the Buyer, and the Buyer shall purchase the Shares in exchange for the Purchase Price.

Dividends and Voting Rights

Until the Option is exercised, if at all, all dividends and voting rights attendant to the Shares shall remain with Seller.

Buyer May Exercise Option For Less Than All Shares

Notwithstanding any other provision herein to the contrary, the Buyer may exercise the Option with respect to less than all of the Shares.

Survival

All representations, warranties and agreements made by the Seller and by the Buyer in this Agreement shall survive the execution of this Agreement and any Closing and any investigation at any time made by or on behalf of any party hereto.

Modification; Assignment

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto. Buyer may assign his rights under this Agreement with the consent of Seller.

Successors

This Agreement will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective heirs, beneficiaries, executors, representatives and permitted assigns.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all agreements, understanding, representations, or warranties, whether oral or written, by or among the parties, previously or contemporaneously made or given.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the Buyer and Seller as of the day and year first written below:

BUYER: SELLER:

[BUYER NAME]

[SELLER NAME]

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: PROPOSAL TO PURCHASE [NAME OF BUSINESS]

Dear [CONTACT NAME],

We are interested in negotiating an agreement for the purchase and sale as a going concern of all the business assets, including furniture, fixtures and equipment, stock in trade, parts and supplies, leasehold interest and goodwill, owned by you in connection with the [TYPE OF BUSINESS] business carried on as [NAME OF BUSINESS] at [ADDRESS].

Subject to formal contract, we are prepared to pay [AMOUNT] for the business on the following terms:

[INSERT TERMS]

If you are interested in selling at this price on these terms, please let us know and we will make you a formal offer to purchase.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

DIRECTORS AND SHARE HOLDERS.

Resolution and resignation.

BOARD RESOLUTION ADOPTED ON [DATE]

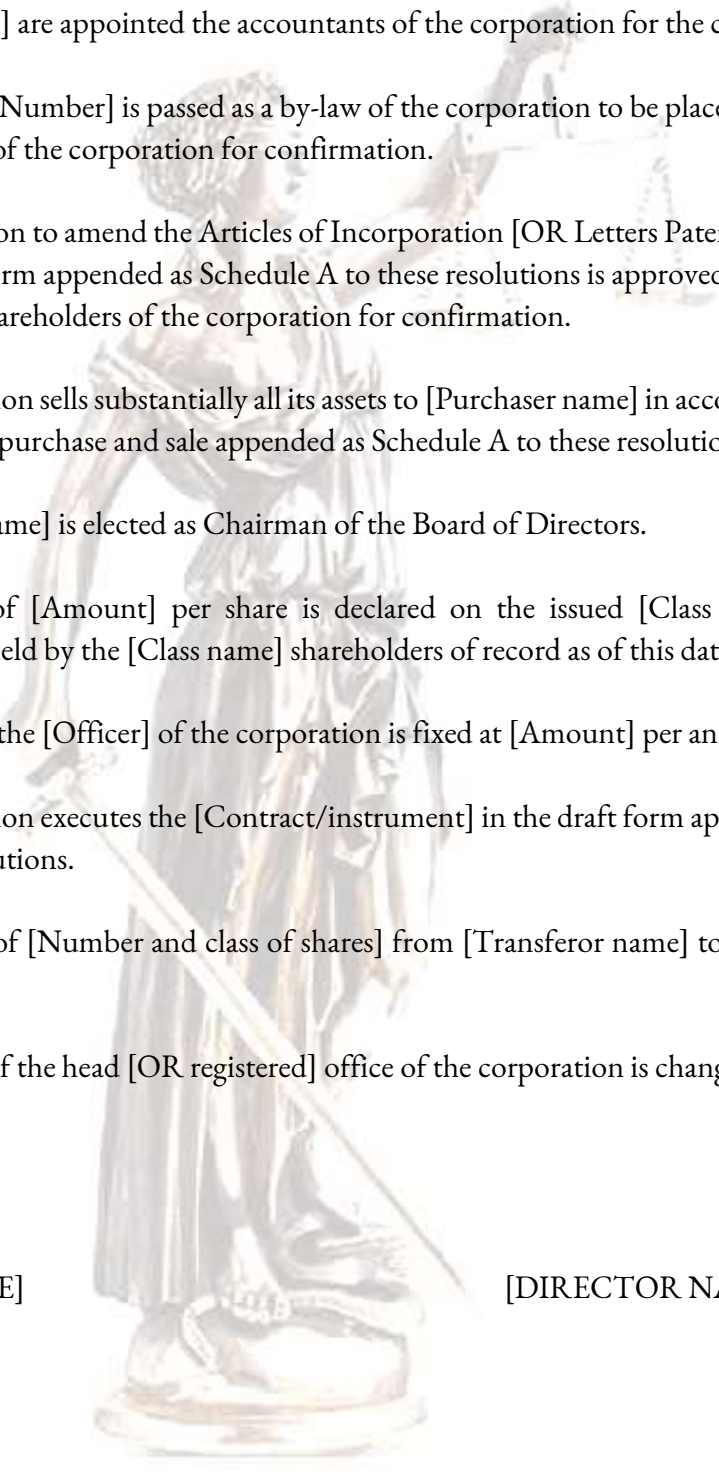
The undersigned, being all the directors of [Company name], hereby sign the following amended resolutions:

RESOLVED THAT:

1. The financial statements of the corporation for the fiscal year ended [Month and day], prepared by [Accountant's name], Chartered Accountants, under their comments dated [Date], are approved which approval shall be evidenced by signature of the balance sheet.

OR

2. The financial statements of the corporation for the fiscal year ended [Month and day], prepared by [Auditors' names], under their audit report dated [Date], are approved, which approval shall be evidenced by signature of the balance sheet.

- 
3. The approved financial statements be placed before the annual meeting of shareholders of the corporation.
 4. [Accountants] are appointed the accountants of the corporation for the current fiscal year.
 5. By-Law No. [Number] is passed as a by-law of the corporation to be placed before a meeting of shareholders of the corporation for confirmation.
 6. The application to amend the Articles of Incorporation [OR Letters Patent] of the corporation in the draft form appended as Schedule A to these resolutions is approved to be placed before a meeting of shareholders of the corporation for confirmation.
 7. The corporation sells substantially all its assets to [Purchaser name] in accordance with the draft agreement of purchase and sale appended as Schedule A to these resolutions.
 8. [Chairman name] is elected as Chairman of the Board of Directors.
 9. A dividend of [Amount] per share is declared on the issued [Class name] shares of the corporation held by the [Class name] shareholders of record as of this date.
 10. The salary of the [Officer] of the corporation is fixed at [Amount] per annum effective [Date].
 11. The corporation executes the [Contract/instrument] in the draft form appended as Schedule A to these resolutions.
 12. The transfer of [Number and class of shares] from [Transferor name] to [Transferee name] is approved.
 13. The address of the head [OR registered] office of the corporation is changed to [New address].

[DIRECTOR NAME]

[DIRECTOR NAME]

ASSIGNMENT AND TRANSFER OF STOCK CERTIFICATE

This Assignment and Transfer of Stock Certificate (the "Assignment") is made and effective [DATE],

BETWEEN: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TRANSFEROR NAME] (the "Transferor"), an individual having his main residence located at:

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to [TRANSFeree], [AMOUNT] shares of the stock of [COMPANY NAME] (the Corporation) standing in the name of the undersigned on the books of the Corporation and represented by Certificate [NUMBER].

The undersigned hereby and irrevocably constitutes and appoints [NAME OF ATTORNEY-IN-FACT], attorney-in-fact, to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated: [DATE]

CORPORATION

TRANSFEROR

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

In the presence of:

Authorized Signature

Print Name and Title



ASSIGNMENT OF SHARES

This Assignment of Shares (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. For value received, which is acknowledged, the Assignor hereby assigns all interest and benefit to Assignee in the [CLASS] shares of [CORPORATION NAME] evidenced by Share Certificate No(s). [NUMBER(S)] (the "Shares").
2. The Assignor warrants the Assignee that the Shares are fully paid-up and that the Assignor owns the Shares free and clear of all encumbrances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: RESIGNATION OF DIRECTORSHIP

Dear [Contact name],

I hereby resign as a director of [Company name] effective immediately.

Yours very truly,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: RESIGNATION OF OFFICE

Dear [Contact name],

I hereby resign as [Office] of [Company name] effective immediately.

Yours very truly,

Your name

Your title

Telephone contact

youremail@yourcompany.com

SHAREHOLDERS RESOLUTION

The undersigned, being all the shareholders of [Company name], hereby sign the following annual resolutions:

RESOLVED THAT:

13. These resolutions are in place of an annual meeting of shareholders of the corporation.

14. The financial statements of the corporation for the fiscal year ended [Month and day], prepared by [Accountants' name], Chartered Accountants, under their comments dated [Date], are received.

OR

15. The financial statements of the corporation for the fiscal year ended [Month and day], prepared by [Auditors' names], under their audit report dated [Date], are approved.

16. [Directors names] are continued as directors of the corporation.

17. No auditor be appointed for the current fiscal year of the corporation.

OR

18. [Auditor names] are appointed the auditors of the corporation for the current fiscal year.

19. The acts of the Board of Directors since the last annual meeting of shareholders are approved and ratified.

20. [Director name] is elected as a director of the corporation.

21. By-Law No. [Number] passed by the Board of Directors of the corporation is confirmed.

22. The application to amend the Articles of Incorporation [OR Letters Patent] of the corporation in the draft form appended as Schedule A to these resolutions is approved.

23. The proposed sale by the corporation of substantially all its assets to [Purchaser name] in accordance with the draft agreement of purchase and sale appended as Schedule A to these resolutions is approved.

24. [Director name] is removed as a director of the corporation.

Dated: [Date]

[Shareholder name]

[Shareholder name]

CERTIFICATES AND NOTICES.

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

**OBJECT: CERTIFICATE OF CORPORATE
RESOLUTION**

Dear [Contact name],

I, [Your name], secretary of [Company], do hereby certify that at a duly constituted meeting of the [Directors and/or Stockholders] of the Corporation held at [Place] on [Date], it was upon motion duly made and seconded, that it be VOTED:

That [Describe approved corporate action]

It was upon motion made and seconded that it be further VOTED:

That [Individual] as [officership] of the Corporation be empowered and directed to execute, deliver and accept any and all documents reasonably required to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force without rescission, as modification or amendment.

Sincerely,

Your name

Secretary

Telephone contact

youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: CERTIFICATE OF CORPORATE VOTE

Dear [Contact name],

This is to certify that at a special meeting of the [Board of Directors / Executive Committee] of the Corporation, held at the offices of the Corporation located at [Address] on [Date] at [Time], all the [Directors / Members] being present and voting, it was unanimously VOTED:

[Describe action being voted]

Sincerely,

Your name

Secretary

Telephone contact

youremail@yourcompany.com



October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF MEETING OF DIRECTORS

Dear [Contact name],

Notice is hereby given that a meeting of the Board of Directors of [Company name] will be held on [Date] at [Address], commencing at [Time].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF MEETING OF DIRECTORS

Dear [Contact name],

Notice is hereby given that a meeting of the Board of Directors of [Company name] will be held on [Date] at [Address], commencing at [Time].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

COMPANY MEETINGS MEETING MINUTES

[NAME OF ORGANISATION / COMMITTEE]

Opening:

The regular meeting of the [Name of organization / committee] as called to order at [Time] on [Date] in [Place] by [Meeting Chair].

Present:

[List of attendee]

1. Approval of Agenda

The agenda was unanimously approved as distributed.

2. Approval of Minutes

The minutes of the previous meeting were unanimously approved as distributed.

3. Announcements

List all announcements made at the meeting. For example, new members, change of event, etc.

4. Open Issues

Summarize the discussion for each existing issue, state the outcome and assign any action item.

5. New Business

Summarize the discussion for new issues, state the next steps and assign any action item.

6. Agenda for Next Meeting

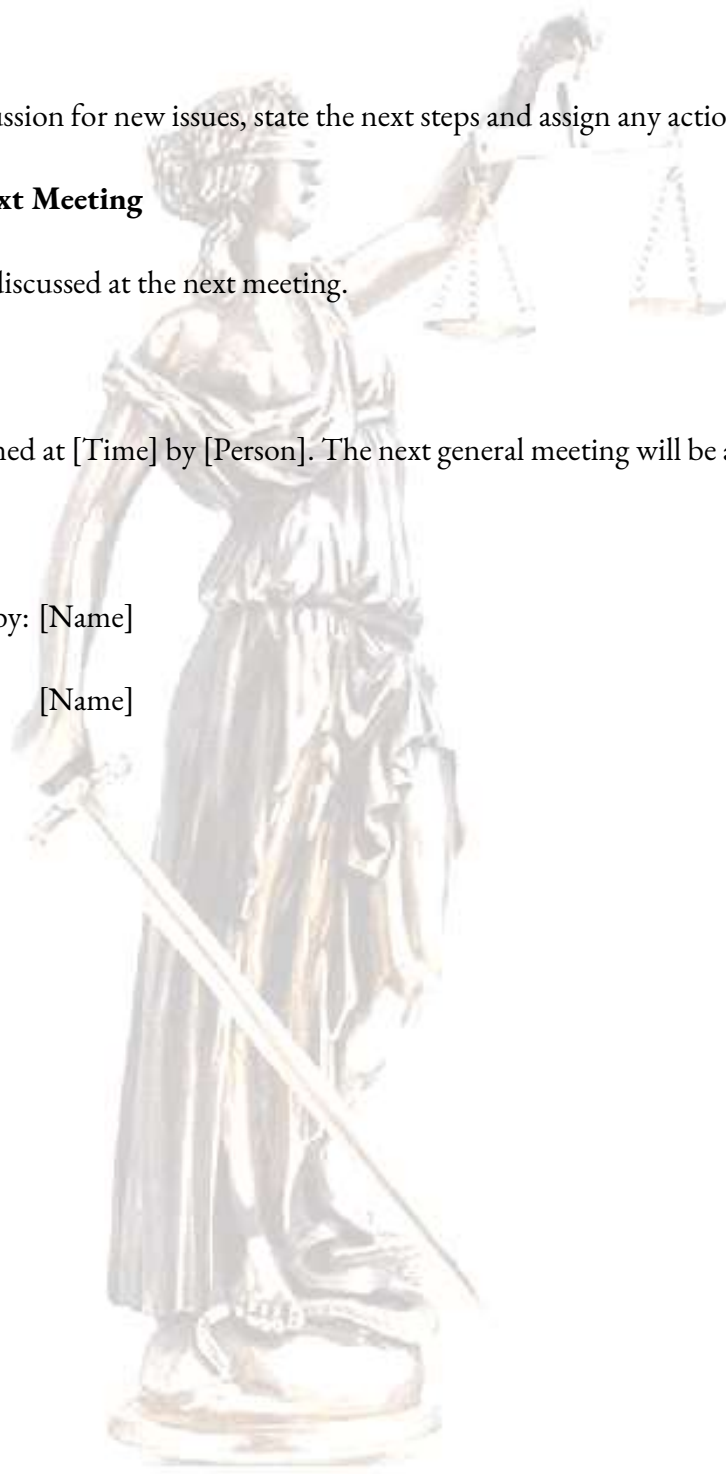
List the items to be discussed at the next meeting.

Adjournment:

Meeting was adjourned at [Time] by [Person]. The next general meeting will be at [Time] on [Date] in [Place].

Minutes submitted by: [Name]

Approved by: [Name]



MINUTES OF MEETING OF DIRECTORS

[COMPANY NAME]

Minutes of a meeting of the Board of Directors of [Company name] duly called and held on [Date] at [Address], commencing at [Time].

Present were:

[List of names]

With the approval of the directors present, [Chairman name] acted as Chairman of the meeting and [Secretary name] recorded the minutes.

On motions duly made and seconded, it was voted that:

5. The minutes of the last meeting of directors be taken as read.
6. [Insert resolution per numbered paragraph].

Dissenting to the motion were [Dissenting names].

There being no further business to transact at this time, it was voted to adjourn the meeting.

Dated [Date]

[Secretary name], Secretary

[Chairman name], Chairman

WAIVER OF NOTICE FIRST MEETING OF THE BOARD OF DIRECTORS

[COMPANY NAME]

\WE, THE UNDERSIGNED, being the directors elected by the incorporators of the above-named corporation, DO HEREBY WAIVE NOTICE of the time, place and purpose of the first meeting of the Board of Directors of said corporation.

We designate the [Day]th day of [Month], [Year] at [Time] as the time and [Full address] as the place of said meeting; the purpose of said meeting being to elect officers, authorize the issue of the capital stock, authorize the purchase of property if necessary for the business of the corporation, and the transaction of such other business as may be necessary or advisable to facilitate and complete the organization of said corporation, and to enable it to carry on its contemplated business.

Dated: [Date]

[Name 1]

[Name 2]

[Name 3]

MINUTES OF FIRST MEETING OF THE BOARD OF DIRECTORS

[COMPANY NAME]

1. The first meeting of the Board of Directors was held at [Place] on the [Day]th day of [Month], [Year] at [Time].

Present were:

[List of names]

constituting a quorum of the Board.

2. [Name] acted as Chairman and [Name] was appointed temporary Secretary of the meeting.
3. The Secretary presented and read a waiver of notice of the meeting, signed by all the directors.
4. The minutes of the organization meeting of incorporators were read and approved.
5. The following persons were nominated to the offices set opposite their respective names, to serve for one year and until their successors are chosen and qualify:

[Name] - Chairman

[Name] - Vice Chairman

[Name] - Secretary

[Name] - President

[Name] - Chief Financial Officer

6. All the directors present having voted, the Chairman announced that the aforesaid had been unanimously chosen as said officers, respectively.

7. The Chairman thereupon took the chair and the Secretary thereupon entered upon the discharge of his duties.

8. **Upon motion, duly made, seconded and carried, it was RESOLVED:**

That the stock certificates of this corporation shall be in the form submitted at this meeting.

9. **Upon motion, duly made, seconded and carried, it was RESOLVED:**

That the seal, an impression of which is herewith affixed, be adopted as the corporate seal of this corporation.

10. The Secretary was authorized and directed to procure the proper corporate books.

11. **Upon motion, duly made, seconded and carried, it was RESOLVED:**

That the officers of this corporation be authorized and directed to open a bank account in the name of the corporation, in accordance with a form of bank resolution attached to the minutes of this meeting.

12. [Name] reported the following balances in the bank accounts of the corporation at [Bank]:

Savings [Account #]: [Amount]

Checking [Account #]: [Amount]

13. **Upon motion, duly made, seconded and carried, the following preambles and resolutions were unanimously adopted:**

WHEREAS, the following offer has been made to the corporation in consideration of the issuance of full paid and non-assessable shares of the corporation:

Price = [Amount] per share

[Number] shares issued to [Name]

[Number] shares issued to [Name]

[Number] shares issued to [Name]

([Name], [Name] and [Name] hereafter known as "Offerors")

WHEREAS, In the judgment of this Board of Directors of this corporation, said offer is good and sufficient consideration for the shares demanded therefore and necessary for the business of this corporation,

Now, therefore, be it RESOLVED:

That the aforesaid offer be and is hereby accepted and that the President and Secretary of this corporation be and they hereby are authorized and directed to execute in the name and on behalf of this corporation, and under its corporate seal, such agreement or agreements as may be necessary in accordance with said offer.

FURTHER RESOLVED:

That the President and Secretary be and they hereby are authorized and directed to issue and deliver in accordance with said offer certificates of full paid and non-assessable shares of this corporation to the said Offerors.

14. Upon motion, duly made, seconded and carried, the following preambles and resolutions were unanimously adopted:

WHEREAS, the following loans have been offered to the corporation in consideration of the issuance of promissory notes from the corporation:

[List]

WHEREAS, in the judgment of this Board of Directors of this corporation, said offer is good and sufficient consideration for the loan offered therefore and necessary for the business of this corporation,

Now, therefore, be it RESOLVED:

That the aforesaid offer be and is hereby accepted and that the proper officers of this corporation be and they hereby are authorized and directed to execute in the name and on behalf of this corporation, and under its corporate seal, such agreements, copies of which are attached hereto, as may be necessary in accordance with said offer.

15. Upon motion, duly made, seconded and carried, it was RESOLVED:

That in compliance with the laws of the State of [State/province], this corporation have and continuously maintain a registered office within the State of [State/province] and have an agent at all times in charge thereof, upon which agent process against this corporation may be served, and that the books and records of the corporation shall be available for examination by any stockholder for any proper purpose as provided by law.

16. Upon motion, duly made, seconded and carried, it was RESOLVED:

That the proper officers of the corporation be and they hereby are authorized and directed on behalf of the corporation, and under its corporate seal, to make and file such certificate, report or other instrument as may be required by law to be filed in any state, territory, or dependency of the United States, or in any foreign country, in which said officers shall find it necessary or expedient to file the same to authorize the corporation to transact business in such state, territory, dependency or foreign country.

17. Upon motion, duly made, seconded and carried, it was RESOLVED:

That the Chief Financial Officer be and hereby is authorized to pay all fees and expenses incident to and necessary for the organization of the corporation.

There being no further business, the meeting upon motion adjourned.

Dated: [Date]

[Secretary name], Secretary

[Chairman name], Chairman

MINUTES OF SPECIAL MEETING OF DIRECTORS

[COMPANY NAME]

A special meeting of the board of directors of [Company] was held at [Place & Address] on [Date], at [Time] in accordance with the bylaws [or pursuant to call by the president or pursuant to written waiver of notice signed by all of the directors, or the like].

5. The following directors were present:

[List of names]

6. The meeting was presided over by [Chairman name] and the secretary, [Secretary name], was present and kept the minutes.

7. An agreement and written waiver of notice signed by all of the directors was read, the original copy of which is inserted and reads as follows:

We, the undersigned, being all of the directors of [Company name], a corporation organized under the laws of the State of [State/Province], consent and agree that a meeting of the board of directors be held at [Address] on [Date], at [Time], to [Purpose], and for the transaction of any other business which may be legally done at the meeting of the board of directors.

The meeting was called to order by the president.

8. **On motions duly made and seconded, it was voted that:**

7. The minutes of the last meeting of directors be taken as read.

8. [Insert resolution per numbered paragraph].

Dissenting to the motion were [Dissenting names].

There being no further business to transact at this time, it was voted to adjourn the meeting.

Dated [Date]

[Secretary name], Secretary

[Chairman name], Chairman



MINUTES OF [SPECIAL / REGULAR] MEETING OF DIRECTORS

[COMPANY NAME]

Minutes of a [Special / Regular] meeting of the Board of Directors of [Company name] duly called and held on [Date] at [Address], commencing at [Time].

8. The following directors were present and constituted a quorum of the Board:

[List of names].

9. The following directors were absent from the meeting:

[None or list of names].

10. The following individuals also were present at the meeting:

[List of names and titles].

11. [Name] acted as chairman and called the meeting to order and announced that this meeting was held pursuant to a written notice of meeting which was given to all directors of this corporation. A Copy of this notice was ordered inserted in the corporation's Minute Book immediately preceding the minutes of this meeting.

[Or, if this meeting was held without notice, the following paragraph should be inserted in place of the prior paragraph]

12. The chairman called the meeting to order and announced that this meeting was held pursuant to written waiver of notice and consent to the holding of this meeting. The waiver and consent was presented to this meeting and, on a motion duly made, seconded, and [Unanimously] carried, was made a part of the records and ordered inserted in the corporation's Minute Book immediately preceding the records of this meeting.

13. The minutes of the last meeting of directors were then read and approved.

14. The Board then discussed [Insert business transacted; for example, establishment of committee, adoption of share purchase agreement, approval of employment agreement, etc.].

On motion duly made and seconded, the following resolutions were adopted:

[Insert resolutions]

Because there was no further business to come before the Board of Directors at this meeting, on motion duly made and seconded, the meeting was adjourned.

Date:

[Secretary's Name], Secretary

WAIVER OF NOTICE

ORGANIZATION MEETING OF INCORPORATORS

[COMPANY NAME]

WE, THE UNDERSIGNED, being all the incorporators of the corporation above named, organized under the laws of the State of [State], DO HEREBY WAIVE NOTICE of the time, place and purpose of the organization meeting of said incorporators, and do fix the [Day]th day of [Month], [Year] at [Time] as the time, and [Place] as the place of said meeting.

And we do hereby waive all the requirements of the statutes of [State] as to the notice of this meeting, and do consent to the transaction of such business as may come before the meeting.

Dated: [Date]

[DIRECTOR 1]

[DIRECTOR 2]

[DIRECTOR 3]

MINUTES OF ORGANIZATION MEETING OF INCORPORATORS

[COMPANY NAME]

The organization meeting of the incorporators was held on the [Day]th day of [Month], [Year] at [Time], at [Place] pursuant to a written waiver of notice, signed by all the incorporators fixing said time and place.

5. The following incorporators were present in person:

[List of names]

being all of the incorporators of the corporation.

[Name] acted as Chairman and [Name] was appointed Secretary of the meeting.

6. The Chairman announced that a Certificate of Incorporation had been issued to this corporation by [the Department of State] and that a certified copy of the Certificate had been forwarded for recording in the Office of the Recorder of Deeds and instructed the Secretary to cause a copy of the Certificate of Incorporation to be prefixed to the minutes.

Upon motion, duly made, seconded and carried, it was RESOLVED:

That the certificate of Incorporation of the corporation be and it hereby is accepted and that this corporation proceed to do business thereunder.

7. The Secretary presented a form of By-Laws for the regulation of the affairs of the corporation, which were read article by article.

Upon motion, duly made, seconded and carried, it was RESOLVED:

That the By-Laws presented at this meeting, as amended and attached to the Minutes, were unanimously adopted and the Secretary was instructed to cause the same to be inserted in the minute book immediately following the copy of the Certificate of Incorporation.

8. The Chairman stated that the next business before the meeting was the election of a Board of Directors.

After discussion, [Name] and [Name] were nominated for directors of the corporation, to hold office for the ensuing year and until others are chosen and qualified in their stead. No other nominations having been made, the vote was taken and the aforesaid nominees declared duly elected.

Upon motion, duly made, seconded and carried, it was RESOLVED:

That the Board of Directors be and they are hereby authorized to issue the capital stock of this corporation to the full amount or number of shares authorized by the Certificate of Incorporation, in such amounts and proportions as from time to time shall be determined by the Board, and to accept in full or in part payment thereof such property as the Board may determine shall be good and sufficient consideration and necessary for the business of the corporation.

There being no further business to transact at this time, it was voted to adjourn the meeting.

Dated: [Date]

[Secretary name], Secretary

[Chairman name], Chairman

MINUTES OF [ANNUAL / SPECIAL] MEETING OF SHAREHOLDERS

[COMPANY NAME]

The shareholders of [Company Name] held [the/a Annual/Special] Meeting of Shareholders on [Date] at [Time], at [Place].

9. Shareholders present at the meeting, in person or by proxy, represented [Number] shares of common stock of the corporation.

The following stockholders were present in person:

Names	No. of Shares
--------------	----------------------

The following stockholders were represented by proxy:

Names	No. of Shares
--------------	----------------------

10. The President of this corporation served as Chairman and called the meeting to order, and announced that a quorum was present and that this meeting was held pursuant to a written notice of meeting given to all shareholders of this corporation. A copy of this notice was ordered inserted in the minute book immediately preceding the minutes of this meeting.

[Or, if the meeting was held without notice, the following paragraph should be inserted, substituting the above]:

The President of this corporation called the meeting to order, and announced that the meeting was held pursuant to written waiver of notice and consent to the holding of the meeting. The waiver and consent was presented to this meeting and, on a motion duly made, seconded and unanimously carried, was made a part of the records and ordered inserted in the minute book immediately preceding the records of this meeting.

[The minutes of the previous meeting of shareholders were then read and approved.] OR [It was then moved, seconded, and unanimously resolved to dispense with the reading of the minutes of the previous meeting.]

11. The President then announced that the election of directors was in order. Directors were then nominated to serve until the next annual meeting of shareholders and until their successors were duly elected and qualified. The following nominations were made and seconded:

[List of names]

12. No further nominations were made, and the above were [duly/unanimously] elected as directors of this corporation.

13. The [Year] annual report of the president and directors of the [Company name] was presented and read, and upon motion of [Name], seconded, it was resolved:

That the report be received filed with the secretary in the form as presented to the meeting.

14. The secretary was directed to insert in the minute book a copy of each of the following papers:

5. Notice of the meeting and proof of mailing.
6. Form of proxy.
7. Report of the president and directors.
8. Inspectors' oath and report.

15. On motion duly made and seconded, the following business came before the shareholders:

[Insert business transacted; for example, vote for amendment to Articles or Bylaws. Note: All actions taken at the Meeting of Shareholders should be recorded in the minutes of the meeting.]

16. Because there was no further business to come before this meeting, on motion duly made, seconded, and carried, this meeting was adjourned.

Date:

[Secretary's name], Secretary

VOTING BY PROXY.



IRREVOCABLE PROXY

[COMPANY NAME]

The undersigned, as record holder of the securities of [Name of corporation] described below, hereby revokes any previous proxies and irrevocably appoints [Name] as the undersigned's proxy to attend all shareholders' meetings and to vote, execute consents, and otherwise represent those shares in the same manner and with the same effect as if the undersigned were personally present at any such meeting or voting such securities or personally acting on any matters submitted to shareholders for approval or consent.

The proxy holder will have the full power of substitution and revocation.

This proxy is made pursuant to an agreement of [DESCRIBE], dated [Date].

This proxy will be irrevocable until [Date]. This proxy will be revocable, notwithstanding the period of irrevocability specified above, as required under applicable law.

BE IT KNOWN, that for good consideration, the undersigned, being the owner of [Number] shares of voting stock of [Corporation name], does hereby grant to [Name], a non-revocable proxy to vote on behalf of the undersigned shares of said stock at any future meeting of the stockholders of the Corporation, and said proxy holder is entitled to attend said meetings on my behalf or vote said shares through mail proxy.

During the pendency of this proxy, the rights to vote said shares shall be exclusively held by the proxy holder and shall not be voted by the undersigned. This proxy shall not be revocable and shall remain in effect until [Date], [Year], when all rights hereunder shall terminate.

The undersigned agrees to annex a legend to said shares stating the existence of this outstanding proxy, as all rights hereunder shall survive any sale or transfer of said shares.

THIS PROXY SHALL BE SIGNED EXACTLY AS THE SHAREHOLDER'S NAME APPEARS ON HIS STOCK CERTIFICATE. JOINT SHAREHOLDERS MUST EACH SIGN THIS PROXY. IF SIGNED BY AN ATTORNEY IN FACT, THE POWER OF ATTORNEY MUST BE ATTACHED.

[Signature]

[Printed name as appears on stock certificate]

Securities Information:

Certificate No.:

Number of Shares:

Class of Shares:



REVOCABLE PROXY

[COMPANY NAME]

The undersigned, as record holder of the securities of [Name of corporation] described below, hereby revokes any previous proxies and appoints [Name] as the undersigned's proxy to attend all shareholders' meetings and to vote, execute consents, and otherwise represent those shares in the same manner and with the same effect as if the undersigned were personally present at any such meeting or voting such securities or personally acting on any matters submitted to shareholders for approval or consent.

4. The proxy holder will have the full power of substitution and revocation.
5. This proxy is made pursuant to an agreement of [DESCRIBE], dated [Date].
6. This proxy is revocable at any time, and unless revoked, shall terminate on [Date].

BE IT KNOWN, that the undersigned, being the owner of [Number] shares of voting stock of [Corporation name], do hereby grant to [Name], a proxy to vote on behalf of the undersigned [Number] shares of said stock at any future meeting of the stockholders of the Corporation; and said proxy holder is entitled to attend said meetings on my behalf or vote said shares through mail proxy.

During the pendency of this proxy, all rights to vote said shares shall be held by the proxy holder and shall not be voted by the undersigned, provided the undersigned may revoke this proxy at any time.

THIS PROXY SHALL BE SIGNED EXACTLY AS THE SHAREHOLDER'S NAME APPEARS ON HIS STOCK CERTIFICATE. JOINT SHAREHOLDERS MUST EACH SIGN THIS PROXY. IF SIGNED BY AN ATTORNEY IN FACT, THE POWER OF ATTORNEY MUST BE ATTACHED.

[Signature]

[Printed name as appears on stock certificate]

Securities Information:

Certificate No.:

Number of Shares:

Class of Shares:



REVOCATION OF PROXY

[COMPANY NAME]

The undersigned, as owner of the securities of [Name of corporation] described below, hereby revokes any and all proxies and substitutions of proxies, including the proxy executed on [Date], naming [Name] as proxy, and further revokes any and all authority heretofore given to any person or persons to attend meetings, vote, consent, or otherwise act on behalf of the undersigned in any manner whatsoever with respect to such securities.

Dated: [Date]

[Signature]

[Printed name as on stock certificate]

Securities Information:

Certificate No.:

Number of Shares:

Class of Shares:

AFFIDAVITS

AFFIDAVIT

State of [STATE/PROVINCE]

City of [CITY]

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

BEFORE ME, the undersigned authority, [name and capacity of officer before whom affidavit is sworn], on this [day of month] day of [month], [YEAR], personally appeared Affiant, known to me to be a credible person and of lawful age, who being by me first duly sworn, on [his or her] oath, deposes and says:

[set forth statement of facts]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

AFFIANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____
Notary

(Seal)



ESTOPPEL AFFIDAVIT OF MORTGAGOR

This Estoppel Affidavit of Mortgagor (the "Agreement") is made and effective [DATE],

BETWEEN: [MORTGAGOR NAME] (the "Mortgagor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AFFIANT NAME] (the "Affiant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

TERMS

1. This is to certify that Affiant executed, assumed, or taken title subject to, the mortgage on the real property located at [ADDRESS], originally granted to [NAME], dated [DATE], recorded in [BOOK, PAGES] of the public records of the [STATE/PROVINCE] and now assigned to and held by [NAME]. The legal description of the mortgaged property is attached hereto as Exhibit A.
2. The original principal amount of the Promissory Note secured by said Mortgage was [AMOUNT], with interest accruing thereon at the fixed rate of [%] per annum amortized over [NUMBER] year(s), with [NUMBER] monthly installment payments of principal and interest due and payable in the amount of [AMOUNT] per month, with the first payment due on [DATE]. A total of [NUMBER] payments have been made through and including the payment due on [DATE]. This loan is current in all respects and the Affiant is not in default.
3. The remaining unpaid principal balance owing on said Note and Mortgage is [AMOUNT], as of [DATE], and there remain scheduled monthly payments due in the amount of [AMOUNT] each, and a balloon payment of [AMOUNT] due on [DATE], with [AMOUNT] then remaining unpaid after said balloon. The next payment in the amount of [AMOUNT] is due on [DATE]. Interest continues to accrue on said Note and Mortgage at the fixed annual rate of [%].

4. No lump sum payments have been made against said balance, nor are there any claims, defenses or offsets against said Mortgage or Note.
5. The Affiant had the full legal capacity to execute said Note and Mortgage or to assume or take title to the real property subject to said Mortgage, and is not in bankruptcy or receivership for benefit of creditors.
6. Affiant has no knowledge of any action or proceeding whatever, which is now pending in any state or federal court in [COUNTRY] in which the Affiant is a party which affects the real property or the Note or Mortgage, nor does the Affiant know of any federal or state court judgment, tax lien or any other lien of any kind or nature whatever which now constitutes a lien or charge upon the property, Note, or Mortgage, except taxes for the current year and the lien of those certain mortgages of record in the County and State where the property is located.
7. Affiant has received no notice from any governmental authority requiring any improvement, alteration or change to be made in and about the property.
8. Affiant has not had any sums escrowed for the payment of taxes or insurance on the property.
9. Affiant further states under penalty of perjury that there has never been any previous transfer or assignment of the above-described Promissory Note and/or Mortgage to the knowledge of Affiant, nor has Affiant ever received any notice of assignment or notice of any other interest had by any other third party in said Note and/or Mortgage; Affiant will hold harmless and protect against any claims due to misrepresentation hereof.
10. Affiant understands that this affidavit may be relied upon by any third-party for the purpose of assuming, holding, purchasing, assigning, or satisfying the Promissory Note and Mortgage presently owed by the Affiant.
11. That said Agreement is intended to be and is an absolute conveyance of the title to said property to Mortgagor named therein, and was not and is not now intended as a mortgage, trust conveyance or security of any kind.
12. That it was the intention of Affiant as grantors in said Affidavit to convey, and by said Affidavit Affiant did convey, to Mortgagor therein, all their right, title and interest absolutely in and to said property and that possession of said property has been surrendered to Mortgagor.
13. That in the execution and delivery of said Affidavit Affiant was not acting under misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress.

14. That at the time of making said Affidavit Affiant believed and now believe that the aforesaid consideration therefore represented the fair value of said property.
15. That this affidavit is made for the protection and benefit of Mortgagor in said Affidavit, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in said property.
16. That Affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

AFFIANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____
Notary

(Seal)



AFFIDAVIT OF NO CREDITORS

State of [STATE/PROVINCE]

City of [CITY]

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- D. Affiant is the owner of the stock of merchandise located at [address], [city], [state], more particularly described as follows: [description], which Affiant proposes to sell and transfer to Company, of [address], [city], [state].
- E. This merchandise is not encumbered.
- F. Affiant has no creditors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

AFFIANT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

ACKNOWLEDGMENT

State of [state]

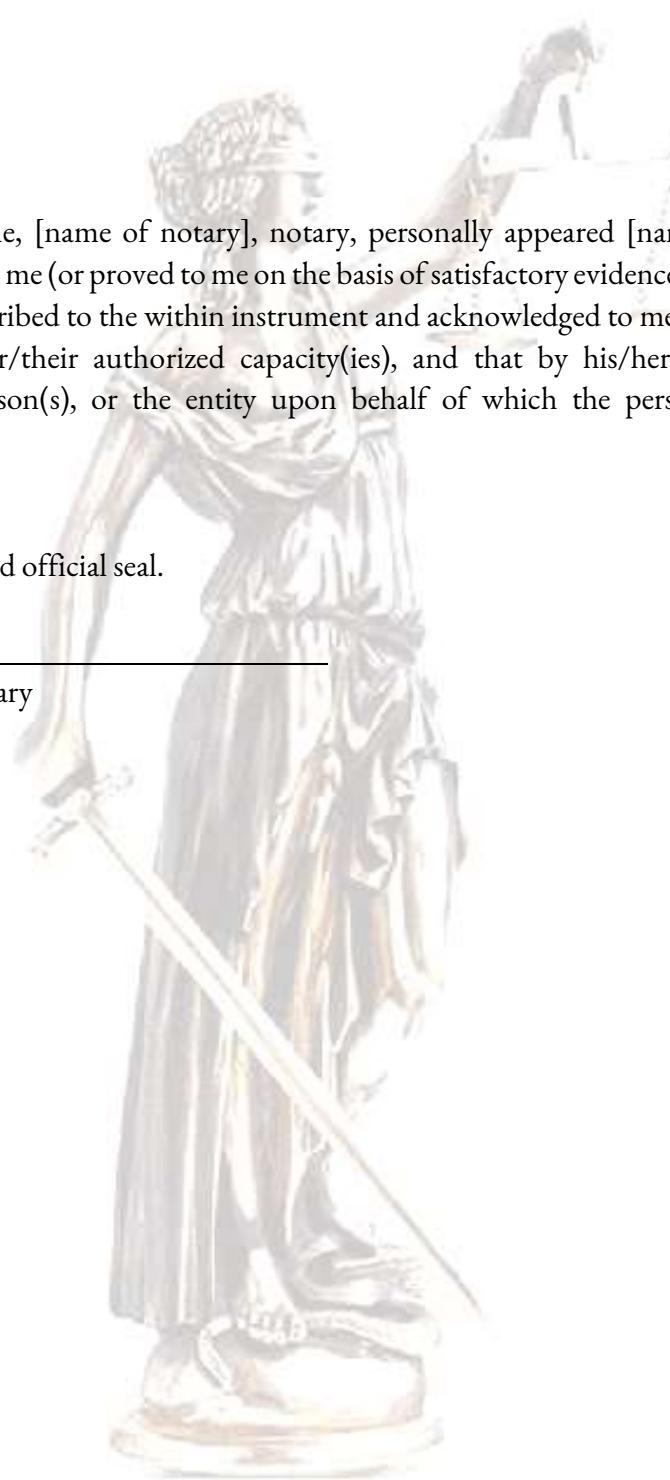
County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____
Notary

(Seal)



AFFIDAVIT OF NO LIEN

This Affidavit of No Lien (the "Agreement") is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AFFIANT NAME] (the "Affiant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

10. That Affiant is the [title] of [COMPANY].
11. That said Company is the owner of the improved property known and legally described as follows:
[set forth legal description]
12. That [COMPANY] is not the subject to any bankruptcy, creditor's reorganization or insolvency proceeding and none are pending, contemplated or threatened.
13. That [COMPANY] has possession of the property and that there is no other person in possession who has any right in the property.
14. That there are no unrecorded labor, mechanic's or material men's liens against the property and no material has been furnished or labor performed on the property which has not been paid in full.

15. That there are no unrecorded easements, liens of assessments for sanitary sewers, paving or other public utilities against said property.
16. That there are no claims whatsoever of any kind or description against any fixtures or equipment located on the said premises.
17. That there are no existing contracts for sale, options to purchase or unrecorded deeds or mortgages existing against said property.
18. That this affidavit is made for the purpose of [DESCRIBE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

AFFIANT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____
Notary

(Seal)

ADVERTISING AGENCY AGREEMENT

This Advertising Agency Agreement (the "Agreement") is made and effective this [Date];

BETWEEN: [ADVERTISER NAME] (the "Advertiser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AGENCY NAME] (the "Agency"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

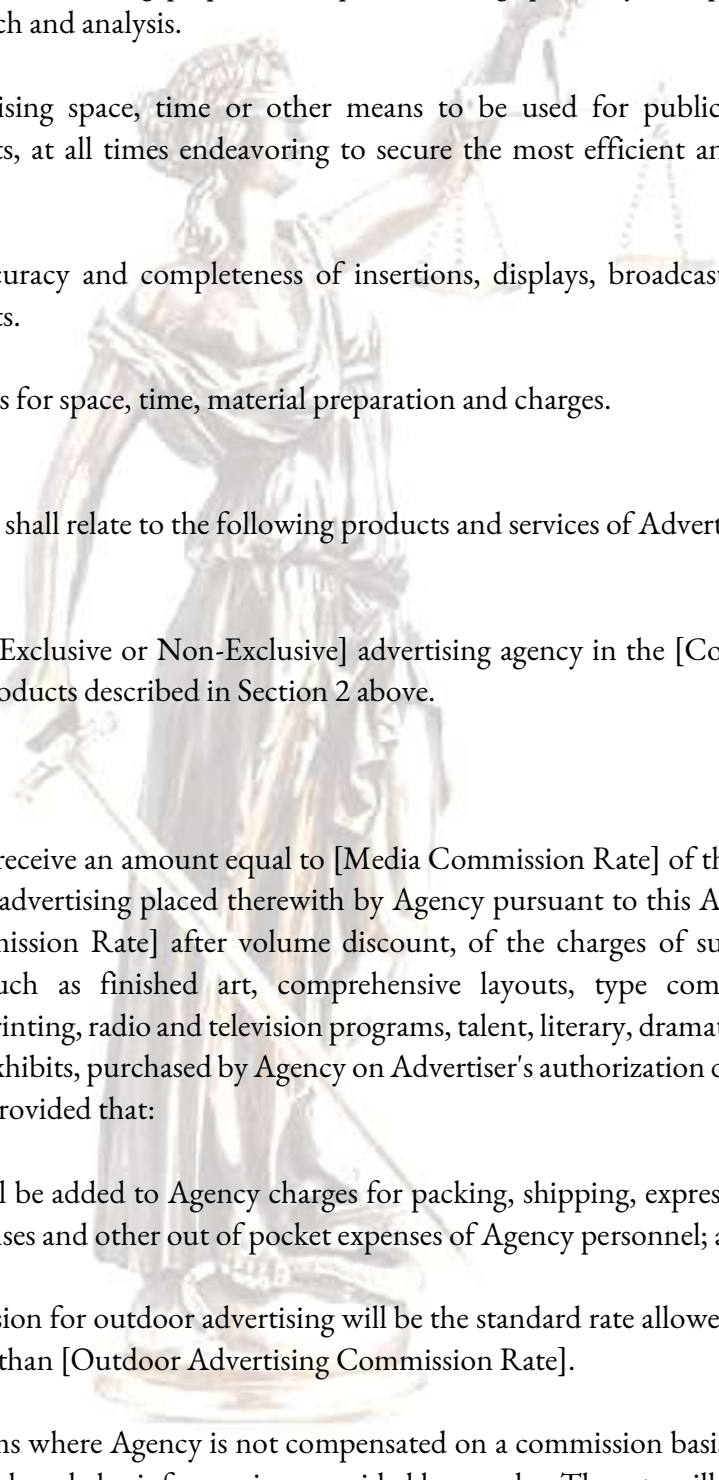
Agency is in the business of providing advertising agency services for a fee. Advertiser desires to engage Agency to render, and Agency desires to render to Advertiser, certain advertising agency services, all as set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. Engagement

Advertiser engages Agency to render, and Agency agrees to render to Advertiser, certain services in connection with Advertiser's planning, preparing and placing of advertising for certain of Advertiser's products as follows:

- i. Analyze Advertiser's current and proposed products and services and present and potential markets.
- j. Create, prepare and submit to Advertiser for its prior approval advertising ideas and programs.
- k. Prepare and submit to Advertiser for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs.
- l. Design and prepare, or arrange for the design and preparation of, advertisements.

- 
- m. Perform such other services as Advertiser may request from time to time such as, but not limited to, direct mail advertising preparation, speech writing, publicity and public relations work, market research and analysis.
 - n. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.
 - o. Proof for accuracy and completeness of insertions, displays, broadcasts, or other forms of advertisements.
 - p. Audit invoices for space, time, material preparation and charges.

2. Products

Agency's engagement shall relate to the following products and services of Advertiser: [Products]

3. Exclusivity

Agency shall be the [Exclusive or Non-Exclusive] advertising agency in the [Country] for Advertiser with respect to the products described in Section 2 above.

4. Compensation

- f. Agency shall receive an amount equal to [Media Commission Rate] of the gross charges levied by media for advertising placed therewith by Agency pursuant to this Agreement; and [Non-Media Commission Rate] after volume discount, of the charges of suppliers of services or properties, such as finished art, comprehensive layouts, type composition, photostats, engravings, printing, radio and television programs, talent, literary, dramatic and musical works, records and exhibits, purchased by Agency on Advertiser's authorization during the term of this Agreement; provided that:
 - (i) No percentage will be added to Agency charges for packing, shipping, express, postage, telephone, telex, fax, travel expenses and other out of pocket expenses of Agency personnel; and
 - (ii) Agency's commission for outdoor advertising will be the standard rate allowed advertising agencies when such rate is less than [Outdoor Advertising Commission Rate].
- g. For those items where Agency is not compensated on a commission basis, Advertiser shall pay Agency on an hourly basis for services provided hereunder. The rate will be determined by the

type of services provided and the person or persons providing such services, but in no event shall the rate exceed [Maximum Hourly Rate] per hour. Advertiser may elect in advance to be charged on this hourly rate basis. If Advertiser fails to notify Agency of its choice, it shall be presumed that Advertiser elected to be charged on an hourly rate basis.

- h. In the event that Agency undertakes, at Advertiser's request subject to Advertiser's prior approval, special projects such as those described in Section 1.F above, Agency shall prepare an estimate of total charges for any such special project, including therein any charges for materials or services purchased from outside sources. In the event that Advertiser elects to proceed with the special project based upon Agency's estimated cost, Agency shall perform the services with respect to such special project at its estimated cost, subject to modification as mutually agreed by the parties.
- i. For any special project or other services provided by Agency pursuant to this Agreement upon which the parties have not agreed as to charges, Advertiser shall pay Agency at its regular hourly rates, not to exceed [Amount] per hour.
- j. Advertiser shall not be obligated to reimburse Agency for any travel or other out-of-pocket expenses incurred in the performance of services pursuant to this Agreement unless expressly agreed by Advertiser in advance.

5. Billing

- f. Agency shall invoice Advertiser for all media costs where possible in advance of Agency's payment date to allow for prepayment by the Advertiser so that Advertiser may receive the benefit of any available prepayment or similar discount. For any media purchase or service for which Agency is not entitled to a commission, Agency shall ensure that the charges to Advertiser are net of all agency commissions and discounts.
- g. Charges for production materials and services shall be billed by Agency upon completion of the production job or, if cash discounts are available, upon receipt of the supplier's invoice.
- h. On all outside purchases other than for media, Agency shall attach to the invoice proof of the supplier's charges.
- i. All cash discounts on Agency's purchases including, but not limited to, media, art, printing and mechanical work, shall be available to Advertiser, provided that Advertiser meets Agency's requisite billing terms and there is no outstanding indebtedness of Advertiser to Agency at the time of the payment to the supplier.

- j. Rate or billing adjustments shall be credited or charged to Advertiser on the next following regular invoice date or as soon as otherwise practical.
- k. Invoices shall be submitted in an itemized format and shall be paid by Advertiser within [NUMBER] days of the invoice date.

6. Competitors

During the term of this Agreement, Agency [May Not] accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of Advertiser with respect to which the Agency is providing any service pursuant to this Agreement.

7. Cost Estimates

Agency shall not commence work on any project pursuant to this Agreement without first estimating costs for preparation, including copy, service, layout, art, engraving, typography, processing, paste up and production. After determining the estimated cost, completion of the work shall be subject to Advertiser's prior approval.

8. Audit Rights

Agency agrees that following reasonable prior notice any and all contracts, agreements, correspondence, books, accounts and other information relating to Advertiser's business or this Agreement shall be available for inspection by Advertiser and Advertiser's outside accountants, at Advertiser's expense.

9. Ownership and Use

- d. Agency shall insure, to the fullest extent possible under law, that Advertiser shall own any and all right, title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by Agency or at Agency's direction for Advertiser pursuant to this Agreement and utilized by Advertiser.

- e. Upon termination, Advertiser agrees that any advertising, merchandising, package, plan or idea prepared by Agency and submitted to Advertiser (whether submitted separately or in conjunction with or as a part of other material) which Advertiser has elected not to utilize, shall remain the property of Agency, unless Advertiser has paid Agency for its services in preparing such item. Advertiser agrees to return to Agency any copy, artwork, plates or other physical embodiment of such creative work relating to any such idea or plan which may be in Advertiser's possession at termination or expiration of this Agreement.
- f. Materials and advertisements created by Agency pursuant to this Agreement may be used by Advertiser outside [COUNTRY] without additional compensation, provided that Advertiser shall be responsible for any additional expense associated with such use, such as charges for translation and amounts due talent. Agency's obligations in Section 10.A. above shall not apply with respect to any such foreign use.

10. Indemnification and Insurance

- d. Agency shall indemnify and hold Advertiser harmless with respect to any claims, loss, suit, liability or judgment suffered by Advertiser, including reasonable attorney's fees and costs, based upon or related to any item prepared by Agency or at Agency's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except where any such claim arises out of material supplied by Advertiser and incorporated into any materials or advertisement prepared by Agency. Agency agrees to procure and maintain in force during the term of this Agreement, at Agency's expense, an advertising agency liability policy or policies having a minimum limit of at least [Insurance Policy Amount], naming Advertiser as an additional insured and loss payee under such policy or policies.
- e. Advertiser agrees to indemnify and hold Agency harmless with respect to any claims, loss, liability, damage or judgment suffered by Agency, including reasonable attorney's fees and court costs, which results from the use by Agency of any material furnished by Advertiser or where material created by Agency or at the direction of Agency subject to the indemnification in subsection A. above is materially changed by Advertiser. Information or data obtained by Agency from Advertiser to substantiate claims made in advertising shall be deemed to be "material furnished by Advertiser to Agency".
- f. In the event of any proceeding, litigation or suit against Advertiser by any regulatory agency or in the event of any court action or other proceeding challenging any advertising prepared by

Agency, Agency shall assist in the preparation of the defense of such action or proceeding and cooperate with Advertiser and Advertiser's attorneys.

11. Term

The term of this Agreement shall commence on [Start Date] and shall continue in full force and effect until terminated by either party upon at least [NUMBER] days prior written notice, provided that in no event (except breach) may this Agreement be terminated prior to [Earliest End Date]. The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period.

12. Rights Upon Termination

- c. Upon termination of the Agreement, Agency shall transfer, assign and make available to Advertiser all property and materials in Agency's possession or subject to Agency's control that are the property of Advertiser, subject to payment in full of amounts due pursuant to this Agreement
- d. Upon termination, Agency agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

13. Default

In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within [NUMBER] days of the written notice, then the non-defaulting party may terminate this Agreement.

14. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Advertiser:

[Advertiser]
[Advertiser's Address]

If to Agency:
[Agency]
[Agency's Address]

15. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

16. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

17. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of [State/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Advertising Agency Agreement as of the date first above written.

ADVERTISER

AGENCY

Authorized Signature

Authorized Signature

Print Name and Title Print Name and Title



AMENDMENT TO SALES CONTRACT

This Amendment to that certain Sales Contract dated [DATE], (the "Sales Contract"), is made [DATE]

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

WHEREAS, the parties wish to amend certain terms of the Sales Contract; and WHEREAS, certain capitalized terms not otherwise defined herein are defined in the Sales Contract;

THEREFORE, the parties agree as follows:

1. Price Change

Section [Specify] of the Sales Contract is hereby amend to provide that the price for the Products shall, after the date hereof, be the price announced publicly from time to time by Seller, less a 10% discount.

2. Payment

The first sentence of Section [SPECIFY] of the Sales Contract is deleted and replaced by the following sentence: "Payment in full for all Products shall be made by Buyer within 45 days of receipt of the applicable invoice from Seller."

3. Deletion

Section [SPECIFY] of the contract is hereby deleted and is no longer applicable after the date hereof.

4. Payment

In consideration for the various accommodations made herein, Buyer shall pay to Seller the sum of [AMOUNT] simultaneously upon execution of this Amendment.

5. Entire Agreement

This Amendment, together with the Sales Contract, constitutes the final, complete and exclusive statement of the agreement between the parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the parties.

6. Modification

This Amendment may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, modification or amendment of this Amendment shall be binding unless it is in writing and signed by both parties.

7. Inconsistency

In the event of any conflict between this Amendment and the Sales Contract, the terms of this Amendment shall govern.

8. Sales Contract Continuance

Except with respect to the changes effected by this Amendment, the Sales Contract continues to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on [DATE].

SELLER

BUYER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



BILL OF SALE

This Bill of Sale (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good and valuable consideration, the Seller hereby sells and transfers possession of the following goods in their present condition and location to the Buyer, and its successors and assigns forever, the following described goods

[DETAILED LIST OF GOODS].

Seller warrants and represents that he/she has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller further warrants that it shall sully defend, protect, indemnify and save harmless the Buyer and its lawful successors and assigns from any and all adverse claim, that may be made by any party against said goods.

The Buyer acknowledges examining the goods and buying them "as and where is" completely at the Buyer's risk and promises not to make any claims against the Seller based upon alleged express or implied representations, warranties or collateral agreements as to the merchantability of the goods or as to their fitness for any particular purpose or as to their safe use.

It is provided, however, that Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being in their present condition "as is" and "where is."

IN WITNESS WHEREOF, this Bill of Sale is executed in duplicate under seal on [DATE].

Signed, sealed and delivered to the Buyer in the presence of:

BUYER

SELLER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



A SAMPLE OF A BILL OF SALE WITH ENCUMBRANCES.

BILL OF SALE – WITH ENCUMBRANCES

This Bill of Sale (the “Agreement”) is made and effective [DATE],

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good and valuable consideration, the Seller hereby sells and transfers possession of the following goods in their present condition and location to the Buyer, and its successors and assigns forever, the following described goods:

[DETAILED LIST OF GOODS].

The Seller warrants that it owns the goods but stipulates that they are being sold subject to the following encumbrance(s) in the following amount(s):

[ENCUMBRANCE DESCRIPTION - ENCUMBRANCE AMOUNT].

The Buyer acknowledges buying the goods subject to the above encumbrance(s) and promises to pay the encumbrance(s) and to indemnify and save the Seller harmless from any claim(s) based on failure to pay off the encumbrance(s).

Executed under seal in duplicate on [DATE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

BUYER

SELLER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



BULK SALE AGREEMENT

This Bulk Sale Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLERS NAME] (the "Sellers") , a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

THEREFORE, the parties agree as follows:

7. AGREEMENT TO SELL

The Sellers shall sell to the Buyer, and the Buyer shall buy from the Sellers, all of that certain stock of goods, wares and merchandise belonging to the Sellers, and now located at [location], together with all furniture and fixtures therein, belonging to the Sellers.

8. COMPANY CLOSED FOR INVENTORY

Upon the execution and delivery of this contract, properly signed and executed, and the payment of the earnest money hereinafter mentioned, the location shall be closed temporarily, and an inventory taken immediately, and delivered to the Buyer, at the invoice cost [AMOUNT], without including transportation charges or expenses, deducting, however, any depreciation on account of damages, wear and tear.

9. INVOICE VALUATION OR ARBITRATION

The goods, wares and merchandise and furniture and fixtures shall be inventoried at [location].

10. TIME TO COMPLETE INVENTORY

Ten days shall be allowed to complete the inventories, upon which date all of the property shall be thereupon delivered by the Sellers to the Buyer.

11. LIQUIDATED DAMAGES

All the stipulations, agreements and conditions contained in this contract are to apply to and to bind the heirs, executors and administrators of the respective parties hereto, and, in case of failure, the parties bind themselves each to the other in the sum of [AMOUNT], as fixed and settled damages to be paid by the failing party.

12. DEPOSIT IN ESCROW TO SECURE COMPLIANCE WITH BULK SALES LAW

The Buyer, in consideration of the premises, shall, upon the execution of this contract, deposit in escrow in the [NAME] Bank, the sum of [AMOUNT] as earnest money to bind the trade, the sum to be returned to the Buyer in case the Sellers fail to make good title to the property, and upon the consummation of the deal and the tender of the Sellers to the Buyer of their certain bill of sale to the property, showing that the Sellers have complied with all the requirements and conditions of the Bulk Sales Law of [jurisdiction] and that they will furnish to Buyer a full and complete list of all creditors of the company, together with the amounts due the creditors, that the creditors shall be immediately paid in full such amounts as may be due them, and that the total amount shown to be due by the Sellers shall be deposited in escrow in [name] Bank, until all creditors of the company shall give a release of their claim against the company, or the individual members thereof, the Buyer shall pay to the Sellers the total amount of the invoice in cash and the payment shall be accepted in full payment for the property. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

BUYER

SELLER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: BULK SALES NOTICE

Dear [Contact name],

Please take notice that on [Date],[Seller] shall make a bulk sale or transfer of its goods to [Buyer].

To the knowledge of Buyer, the Seller has not done business under any other name during the past three years. All debts of the Seller shall be paid in full as they fall due as part of this bulk sale.

Creditors are directed to send all bills to:

Name

Address

The sale shall occur ten or more days from the date of receipt of this notice.

Sincerely,

Buyer

Use Registered Mail.

CHECKLIST PARTNERSHIP AGREEMENT

1. Name of Partnership

2. Names of Partners, Contribution to Capital and Distribution of Profit

3. Description of Business

4. Commencement Date

5. Term of Partnership (if any)

6. Place of Business (if any)



7. Fiscal Year End

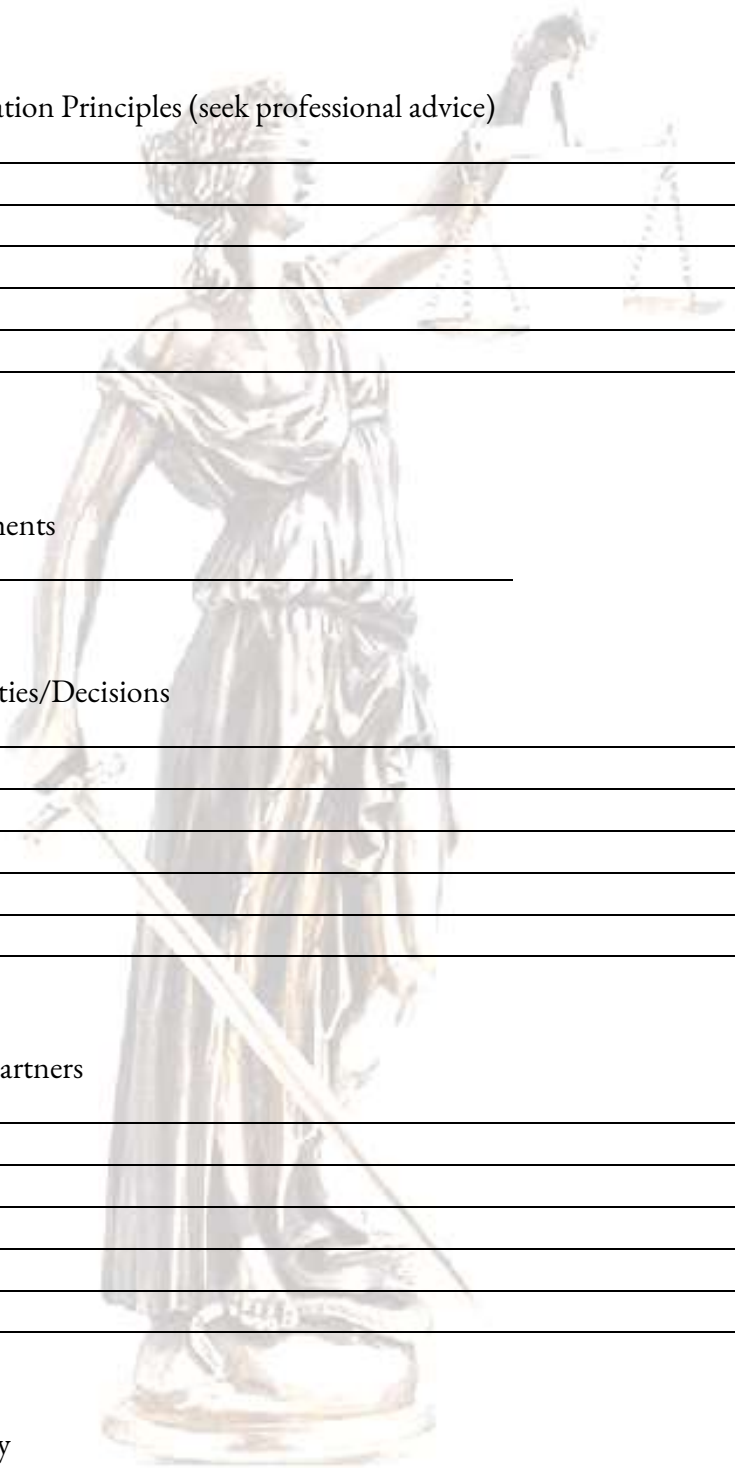
8. Accounting/Valuation Principles (seek professional advice)

9. Banking Arrangements

10. Management Duties/Decisions

11. Restrictions on Partners

12. Signing Authority



13. Drawing Arrangements

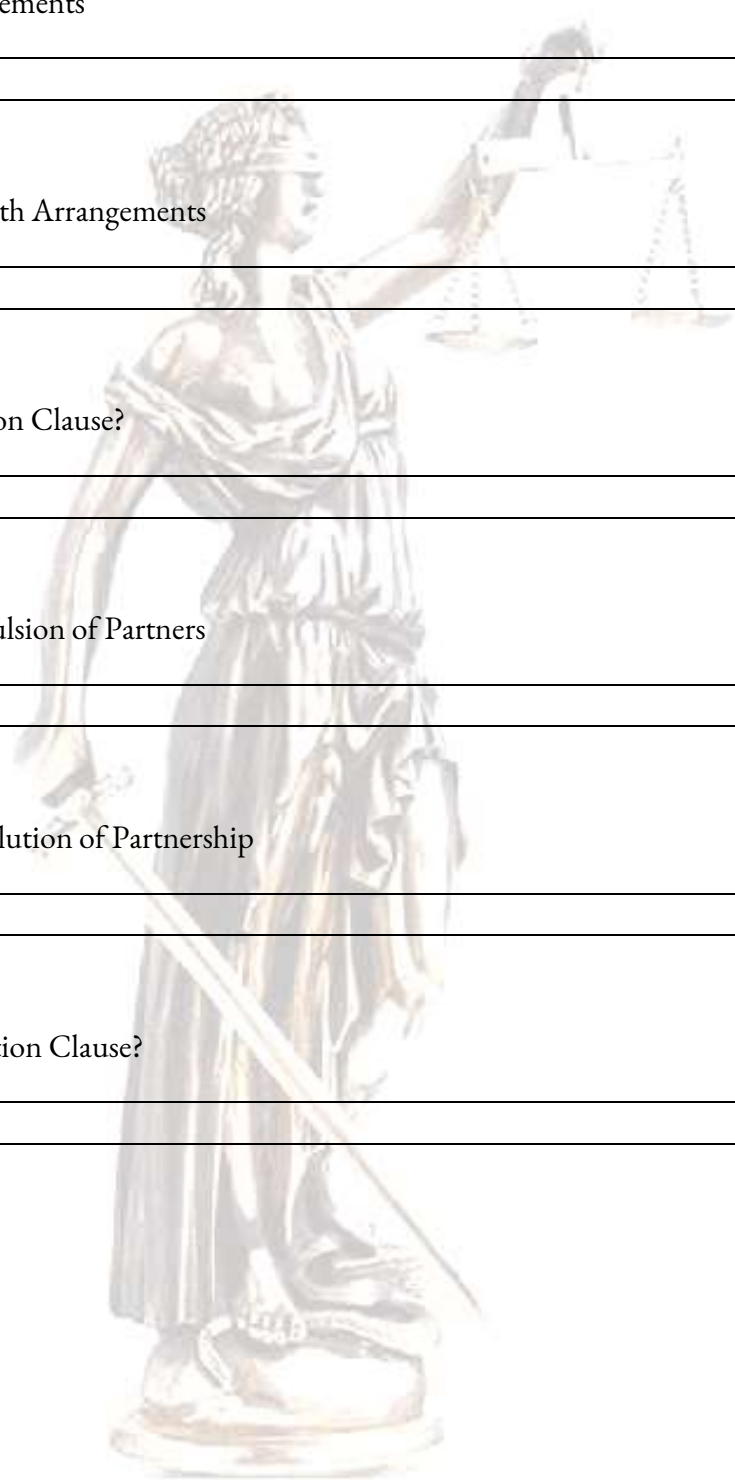
14. Retirement/Death Arrangements

15. Non-Competition Clause?

16. Admission/Expulsion of Partners

17. Voluntary Dissolution of Partnership

18. Dispute Arbitration Clause?



COMMITMENT FORM

This Commitment Form (the "Agreement") is made and effective on [DATE],

BETWEEN: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [FIRM NAME] (the "Firm"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, the parties agree to certain terms on services to be performed by the Firm for the Client;

THEREFORE, the parties agree as follows:

1. TERMS

This commitment form is to serve as Client's written authorization for Firm to perform services and/or contract with suppliers for the above-described items or services. Client's signature also indicates understanding of estimates, prices, terms and liability to Firm for said items or services. Alterations or revisions of above specifications involving extra costs will be executed only upon additional written orders.

2. DESCRIPTION OF THE SERVICES

The following services are to be performed by the Firm for the Client for the sum of [AMOUNT]:

[DESCRIBE SERVICES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

FIRM

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CONDITIONAL SALE AGREEMENT

This Conditional Sale Agreement (the "Sales Contract"), is made and effective [DATE],

BETWEEN: [SELLER NAME], [FULL ADDRESS] (the "Seller"), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME], [FULL ADDRESS] (the "Buyer"), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

The undersigned Buyer agrees to purchase from Seller the following goods:

[DESCRIBE]

Cash price \$ _____

Sales tax (if any) \$ _____

Finance charge \$ _____

Insurance (if any) \$ _____

Other charges (if any) \$ _____

Total purchase price \$ _____

Less:

Down payment \$ _____

Other credits \$ _____

Total credits \$ _____

Amount financed \$ _____

Annual interest rate _____ %

The amount financed is payable in [NUMBER] (weekly/monthly) installments of [AMOUNT] each, commencing one (week/month) from date hereof.

Title to goods is retained by Seller until payment of full purchase price, subject to allocation of payments and release of security as required by law. The undersigned agrees to keep the goods safely, free from other liens and at the below address.

The full balance shall become due on default; with the undersigned paying all reasonable attorney fees and costs of collection. Upon default, Seller shall have the right to retake the goods, hold and dispose of them and collect expenses, together with any deficiency due from Buyer; but subject to the Buyer's right to redeem pursuant to law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

SELLER

BUYER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

CONTRACT FOR THE MANUFACTURE AND SALES OF GOODS

This Sales Agreement (the “Sales Contract”) is made on [DATE],

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

1. DESCRIPTION OF MANUFACTURE AND SALE

Seller agrees to manufacture and sell to buyer the following goods:

[describe goods and set forth specifications] (the “goods”).

2. PAYMENT

Buyer agrees to pay for the goods as follows: [%] down within [NUMBER] days after execution of this agreement; [%] within [NUMBER] days after seller notifies buyer of opportunity to inspect and seller’s intent to make delivery at expiration of [NUMBER] days from notice; and [%] upon delivery. If seller should regard its prospect of receiving the last payment insecure, it may demand payment prior to delivery.

3. DELIVERY SCHEDULE

Seller shall commence to manufacture within [NUMBER] weeks following receipt of buyer’s initial deposit. Subject to the provisions of Section Five, seller will complete such manufacturing and make the

goods available for inspection at seller's plant not later than [DATE]. If buyer's inspection discloses defects or adjustments, seller shall have a reasonable time to correct such defects and make such adjustments as are necessary. Buyer shall then have an opportunity to make a final pre-shipment inspection. Seller shall within [NUMBER] days of inspection cause the goods to be appropriately packaged and shipped to [address], [city], [state/province], or to such other destination specified by buyer. Seller shall pay all expenses of packaging and preparations for shipment and buyer shall pay all costs of shipment, including insurance on both seller's and buyer's respective interests

EXCUSE FOR NONPERFORMANCE

Seller's obligations under this agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of seller), floods, fires, acts of God, accidents, delays, shortage of cars, contingencies of transportation and other causes of like or different character beyond the control of seller. Impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

4. WARRANTIES AND LIMITATIONS

Seller warrants that the goods shall be delivered free of the rightful claim of any third person by way of patent infringement, and if buyer receives notice of any claim of such infringement, it shall, within [NUMBER] days, notify seller of such claim. If buyer fails to forward such notice to seller, it shall be deemed to have released seller from this warranty as to such claim.

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

5. ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of seller as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at [designate place of execution] the day and year first above written.

SELLER

BUYER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



CONTRACT FOR THE SALE OF GOODS

This Sales Agreement (the “Agreement”) is made on [DATE], (the “Sales Contract”),

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

1. SALE OF GOODS

Seller shall sell, transfer and deliver to buyer on or before [date], the following personal property:

[description of goods]

2. CONSIDERATION

Buyer shall accept the goods and pay the sum of [Amount] for the goods.

3. IDENTIFICATION OF GOODS

Identification of the goods to this agreement shall not be deemed to have been made until both buyer and seller have specified that the goods in question are to be appropriated to the performance of this agreement.

4. PAYMENT ON RECEIPT

Buyer shall make payment for the goods at the time when, and at the place where, the goods are received by buyer.

OR

INSTALLMENT PAYMENT CLAUSE

Buyer agrees to pay for the [equipment, machinery or the like] in the following manner: the initial payment payable with this order, and the remaining balance in monthly payments together with monthly charge for service, all as stated on the face of this agreement; the billing for monthly payments will commence for each [e.g., machine] when installed ready for buyer's use, with succeeding payments on the same day of every month until total price shall have been paid in full.

5. RECEIPT CONSTRUED AS DELIVERY

Goods shall be deemed received by buyer when delivered to buyer at [address], [city], [state/province].

6. RISK OF LOSS

The risk of loss from any casualty to the goods, regardless of the cause, shall be on seller until the goods have been accepted by buyer.

7. WARRANTY OF NO ENCUMBRANCES

Seller warrants that the goods are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

8. WARRANTY OF TITLE

Furthermore, seller warrants that at the time of signing this agreement seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of seller in the goods.

9. RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods on arrival and, within [NUMBER] business days after delivery, buyer must give notice to seller of any claim for damages on account of condition, quality or

grade of the goods, and buyer must specify the basis of the claim of buyer in detail. The failure of buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer.

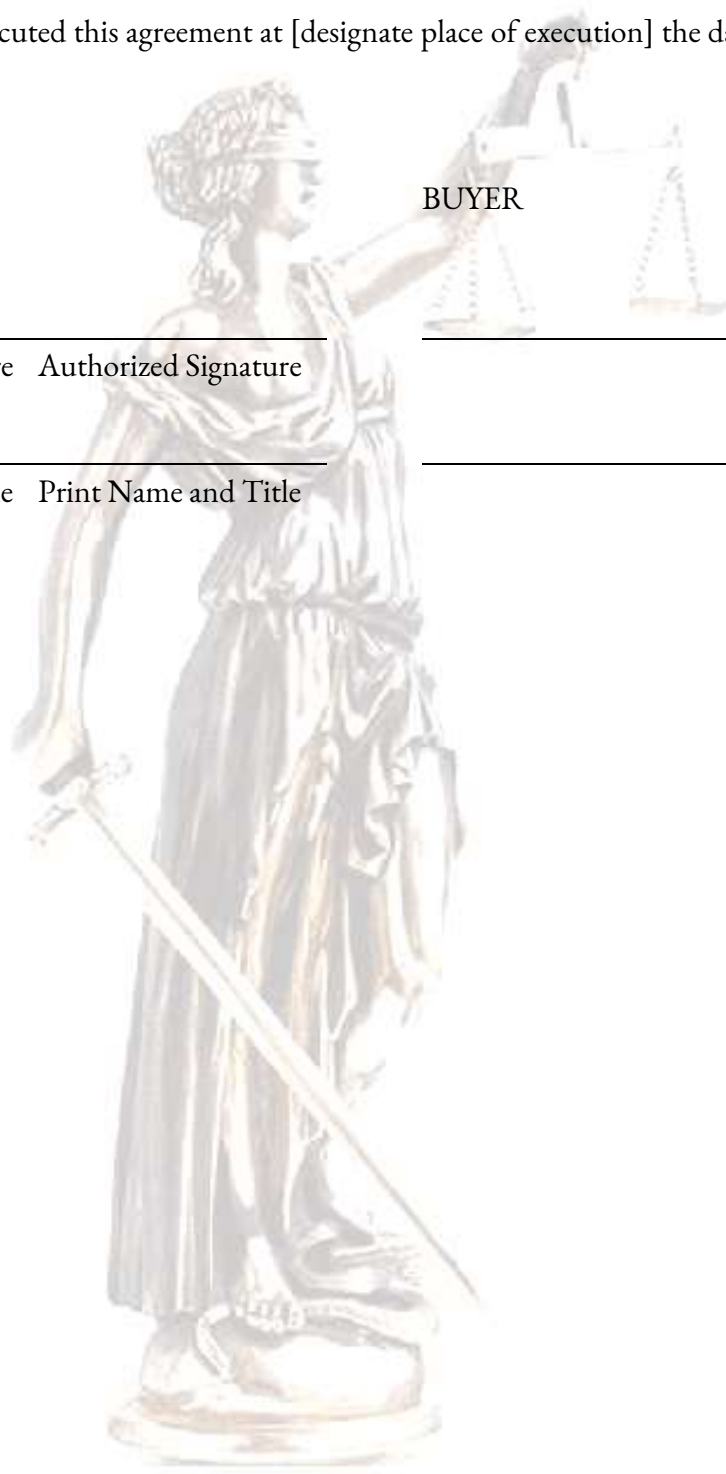
The parties have executed this agreement at [designate place of execution] the day and year first above written.

SELLER

BUYER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



DISTRIBUTION AGREEMENT

This Distribution Agreement (the "Agreement"), is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [DISTRIBUTOR NAME] (the "Distributor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS the Company wishes to market the Products described in Schedule A (the "Products") through the Distributor, it is agreed as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Agreement" means this agreement, the Schedules attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement;

"Accessories" means the accessories described in Exhibit A attached hereto, and includes any special devices manufactured by Company and used in connection with the operation of the Goods.

Accessories may be deleted from or added to Exhibit A and their specifications and design may be changed by Company at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective [NUMBER] days following the date notice thereof is sent to Distributor.

"Affiliate means" any company controlled by, controlling, or under common control with Company. Affiliate means any person, corporation or other entity: (i) which owns, now or hereafter, directly or indirectly, twenty-five percent (25%) or more of any class of the voting stock of Company or is, now or hereafter, directly or indirectly, in effective control of Company; or (ii) twenty-five percent (25%) or

more of any class of the voting stock of which Company, or a party described in paragraph (i), owns, now or hereafter, directly or indirectly, or of which Company, or a party described in paragraph (i), is, now or hereafter, directly or indirectly, in control.

“Customer” means any person who purchases or leases Products from Distributor.

“Delivery Point” means Company's facilities at [FULL ADDRESS]. Delivery point means Distributor's facilities at [FULL ADDRESS].

“Exhibit” means an exhibit attached to this agreement.

“Goods” means those items described in Exhibit B. Goods may be deleted from or added to Exhibit B and their specifications and design may be changed by Company at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective [NUMBER] days following the date notice thereof is sent to Distributor.

“Products” means Goods, Accessories, and Spare Parts.

“Spare Parts means”: (i) all parts and components of the Goods; (ii) any special devices used in connection with the maintenance or servicing of the Goods. Company warrants that a complete list of Spare Parts is set forth in Exhibit C. Spare parts may be deleted from or added to Exhibit C and their specifications and design may be changed by Company at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective [NUMBER] days following the date notice thereof is sent to Distributor.

“Specifications” means those specifications set forth in Exhibit D.

“Territory” means the following geographic area or areas: [SPECIFY].

“Trademark” means any trademark, logo, service mark or other commercial designation, whether or not registered, used to represent or describe the Products of Company, as set forth in Exhibit E.

2. APPOINTMENT OF DISTRIBUTOR

11.1 Appointment

Company hereby appoints Distributor as Company's nonexclusive distributor of Products in the Territory, and Distributor accepts that position. It is understood that Company cannot lawfully prevent

its distributors located elsewhere from supplying Products for sale or use within the Territory and that it has no obligation to do so.

OR

Company hereby appoints Distributor as Company's exclusive distributor of Products in the Territory, and Distributor accepts that position.

- a. Company, to the extent that it is legally Permitted to do so, (i) shall not appoint any distributor or servicer in the Territory for the Products other than Distributor, (ii) shall not, and shall cause any Affiliate not to, knowingly sell Products to any person other than Distributor or a party designated by Distributor for use or resale within the Territory (except pursuant to any agreement effective at the time this Agreement became applicable to the service so provided), and (iii) shall use its best efforts to prevent any party other than Distributor from seeking customers for the Products in the Territory, from establishing any branch related to the distribution of Products in the Territory, or from maintaining any distribution depot with respect to the Products in the Territory.
- b. Company, or any Affiliate, sells any Product which is eventually resold in the Territory (other than a sale to Distributor or a party designated by Distributor) and Company, or that Affiliate, had reason to know at the time of its sale of that Product that such resale was likely to occur, Company shall, immediately after the trigger sale (which shall be the resale of the Product in the territory or the sale immediately preceding the use of the Product in the Territory) is contracted, pay to the Distributor [PERCENT] % of the price of that Product under this Agreement at the time that the trigger sale was contracted, which payment shall represent a recapture of certain advertising and capital expenditures made by Distributor. Nothing contained in this Section shall affect any other right or remedy which Distributor may have pursuant to this Agreement.

12. Referrals

If Company or any Affiliate is contacted by any party inquiring about the purchase of Products in the Territory (other than Distributor or a party designated by Distributor), Company shall, or shall cause that Affiliate to, refer such party to Distributor for handling.

13. Relationship of Parties

- a. Distributor is an independent contractor and is not the legal representative or agent of Company for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to incur, assume or create in writing or otherwise, any warranty over any of Company's employees,

all of whom are entirely under the control of Company, who shall be responsible for their acts and omissions.

- b. Distributor shall, at its own expense, during the term of this Agreement and any extension thereof, maintain full insurance under any Workmen's Compensation Laws effective in the state or other applicable jurisdiction covering all persons employed by and working for it in connection with the performance of this Agreement, and upon request shall furnish Company with satisfactory evidence of the maintenance of such insurance.
- c. Distributor accepts exclusive liability for all contributions and payroll taxes required under Federal Social Security Laws and State Unemployment Compensation Laws or other payments under any laws of similar character in any applicable jurisdiction as to all persons employed by and working for it.
- d. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between the parties.

14. Sale of Products by Distributor

Distributor agrees to exercise its best efforts to develop the largest possible market for the Products in the Territory and shall continuously offer, advertise, demonstrate and otherwise promote the sale of Products in the Territory.

- c. The parties have consulted together and now agree that if Distributor's best efforts are used as provided in this Section, a minimum of [SPECIFY] Products ("Annual Market Potential") will be purchased and distributed in the Territory during the first year of this Agreement.
- d. At the beginning of each subsequent year hereunder the parties will consult together in good faith and agree on the Annual Market Potential applicable to that year; provided, however, that if they cannot agree, the Annual Market Potential for the immediately Preceding year will apply to the current year.

15. Competing Products

Distributor agrees that it will not distribute or represent any Products in the Territory which compete with the Products during the term of this Agreement or any extensions thereof.

Advertising

Distributor shall be entitled, during the term of the distributorship created by this Agreement and any extension thereof, to advertise and hold itself out as an authorized Distributor of the Products. At all times during the term of the distributorship created by this Agreement and any extension thereof, Distributor shall use the Trademarks in all advertisements and other activities conducted by Distributor to promote the sale of the Products.

- c. Distributor shall submit examples of all proposed advertisements and other promotional materials for the Products to Company for inspection and Distributor shall not use any such advertisements or promotional materials without having received the prior written consent of Company to do so.
- d. Distributor shall not, pursuant to this Agreement or otherwise, have or acquire any right, title or interest in or to Company's Trademarks.

16. New Products

If Company or any Affiliate now or hereafter manufactures or distributes, or proposes to manufacture or distribute, any product other than the Products, Company shall immediately notify, or cause such Affiliate to notify, Distributor of that fact and of all details concerning that product. Distributor may request from Company distribution rights for that product in the Territory, or any portion thereof, and if so requested, Company shall grant, or shall cause the subject Affiliate to grant, such distribution rights to Distributor on terms and conditions no less favorable than those provided in this Agreement with respect to Products.

If Distributor does not obtain those distribution rights or obtains them only for a portion of the Territory, and Company or an Affiliate later desires to offer those distribution rights for the Territory or any portion thereof to another party, Company shall first, or shall cause such Affiliate to first, make that offer in writing to Distributor on terms and conditions which shall be specified fully in that offer. That offer shall contain a full description of the subject product and its operation.

Distributor may request, and Company shall promptly provide, or shall cause such Affiliate promptly to provide, further information concerning the product or the offer. If Distributor fails to accept such offer, Company or the Affiliate may then offer the product to another party for distribution in the Territory, but may not offer it on terms and conditions more favorable than those offered to Distributor. If Company or the Affiliate desires to make a better offer to another party, Company shall

first, or shall cause the affiliate first to, make such better offer to Distributor in accordance with the procedure set forth above.

17. Distributor Sales, Service and Storage Facilities

- e. Distributor shall, at its expense, engage and maintain a sales, service and parts handling organization in the Territory, staffed with such experienced personnel as are necessary to enable distributor to perform its obligations under this Agreement.
- f. Distributor shall, at its expense, maintain facilities and personnel in the Territory that will enable it promptly and satisfactorily to perform, at a reasonable price, all inspection, maintenance and other necessary servicing of Products sold by Distributor. To assist Distributor in the discharge of this service and maintenance function, Company shall provide service and maintenance training, without charge, to any reasonable number of Distributor's personnel as Distributor shall designate.
- g. Distributor shall, at its expense, at all times store and maintain its inventory of Products in accordance with current, applicable instructions issued by Company from time to time.
- h. Distributor shall, at its expense, deliver one copy of Company's current, applicable operation and maintenance manual to each Customer at the time of sale and, at that time, Distributor shall, at its expense, fully explain and demonstrate to the customer the proper method of operating and maintaining the Products.
- i. Distributor shall mail to Company, during the term of the distributorship created by this Agreement and any extension thereof, prompt written notice of the address of each location at which products are stored, and the address of each facility established by Distributor to sell and service the Products. Company may, through its designated agent, inspect all such locations and facilities and the operations conducted therein at any time during normal business hours.

18. Training of Distributor

As promptly as practicable after execution of the Agreement, Company shall transmit to Distributor information, materials, manuals and other technical documents necessary to enable Distributor to perform its obligations under this Agreement and, in particular, to carry out the warranty repairs pursuant to ARTICLE 4 of this Agreement. Throughout the term of this Agreement and any extension thereof, Company shall continue to give Distributor such technical assistance as Distributor may

reasonably request. Distributor shall reimburse Company for all reasonable out-of-pocket expenses incurred by Company in providing technical assistance.

19. Spare Parts and Accessories

Distributor shall keep in stock an adequate supply of Spare Parts and Accessories for the servicing of Goods. No Spare Parts or Accessories not manufactured by Company shall be used in connection with the Goods unless they have been approved in writing by Company.

20. Confidential Information

Written Technical data, drawings, plans and engineering in technical instructions pertaining to the Products are recognized by Distributor to be secret and confidential and to be the property of Company.

Those items shall at all times and for all purposes be held by Distributor in a confidential capacity and shall not, without the prior written consent of Company, (i) be disclosed by Distributor to any person, firm or corporation, excepting those salaried employees of Distributor who are required to utilize such items in connection with the sale, inspection, repair or servicing of Products during the term of the distributorship created by this Agreement or any extension thereof, or (ii) be disclosed to any person, firm or corporation, or copied or used by Distributor, its employees or agents at any time following the expiration or termination of the distributorship created by this Agreement or any extension thereof, except where such use is necessary in order to maintain or service Products still covered by the warranty provisions of ARTICLE 4 at the time of such expiration or termination. Company may require as a condition to any disclosure by Distributor pursuant to this Section that any salaried employee to whom disclosure is to be made sign a secrecy agreement, enforceable by Company, containing terms satisfactory to Company.

25. TERMS OF PURCHASE AND SALE OF PRODUCTS

- a. Distributor shall purchase its requirements for the Products from Company. Such requirements shall include (i) purchasing and maintaining an inventory of Products that is sufficient to enable Distributor to perform its obligations hereunder, and (ii) at least one (1) demonstration model of the Goods and Accessories.
- b. Each order for Products submitted by Distributor to Company shall be subject to the written acceptance of Company, and Company may, in its own discretion, accept or reject

any order for Products without obligation or liability to Distributor by reason of its rejection of any such request.

- c. Company shall supply to Distributor sufficient Products to enable Distributor to meet the full demand for Products in the Territory.
- d. All orders for Products transmitted by Distributor to Company shall be deemed to be accepted by Company at the time such orders are received by Company to the extent that they are in compliance with the terms of this Agreement and Company shall perform in accordance with all accepted orders. Company shall confirm its receipt and acceptance of each order written [NUMBER] days of receipt of the order.
- e. Purchases for Resale only. All Products purchased by Distributor shall be purchased solely for commercial resale or lease, excepting those Products reasonably required by Distributor for advertising and demonstration purposes.

26. Order Procedure

- c. Each order for Products issued by Distributor to Company under this Agreement shall identify that it is an order and shall further set forth the delivery date or dates and the description and quantity of Products which are to be delivered on each of such dates. An order for Products shall not provide a delivery date less than [NUMBER] days after the date that order is delivered to Company.
- d. The individual contracts for the sale of Products formed by Distributor's submission of orders to Company pursuant to the terms and conditions hereof shall automatically incorporate, to the extent applicable, the terms and conditions hereof, shall be subject only to those terms and conditions (together with all terms in orders which are contemplated by this Agreement) and shall not be subject to any conflicting or additional terms included in any documents exchanged in connection therewith.

27. Cancellation of Orders

All cancellation of orders by Distributor shall be in writing, or if not initially in writing, shall be confirmed in writing. If Distributor cancels an order, which has been accepted by Company, Distributor shall reimburse Company for any cost incident to such order incurred by Company prior to the time it was informed of the cancellation.

28. Purchase Price

The prices for Goods, and any discounts applicable thereto, are set forth in Exhibit B. The prices for Accessories, together with any discounts applicable thereto, are set forth in Exhibit A. The prices for Spare Parts, together with any discounts applicable thereto, are set forth in Exhibit C. All prices are F.O.B. the Delivery Point. If the price for any Product is not set forth on Exhibit A, B or C and Distributor nevertheless orders such a Product from Company, the parties hereby evidence their intention thereby to conclude a contract for the sale of that Product at a reasonable price to be determined by the Parties mutually negotiating in good faith.

29. Price Changes

Company reserves the right, in its sole discretion, to change prices or discounts applicable to the Products. Company shall give written notice to Distributor of any price change at least [NUMBER] days prior to the effective date thereof. The price in effect as of the date of Distributor's receipt of notice of such price change shall remain applicable to all orders received by Company prior to that effective date.

30. Packing

Company shall, at its expense, pack all Products in accordance with Company's standard packing procedure, which shall be suitable to permit shipment of the Products to the Territory; provided, however, that if Distributor requests a modification of those procedures, Company shall make the requested modification and Distributor shall bear any reasonable expenses incurred by Company in complying with such modified procedures which are in excess of the expenses which Company would have incurred in following its standard procedures.

31. Delivery: Title and Risk of Loss

All deliveries of Products sold by Company to Distributor pursuant to this Agreement shall be made F.O.B. the Delivery Point, and title to and risk of loss of Products shall pass from Company to Distributor at the Delivery Point. Distributor shall be responsible for arranging all transportation of Products, but if requested by Distributor, Company shall, at Distributor's expense, assist Distributor in making such arrangements. Distributor shall also procure insurance for the transportation of the Products, and such insurance shall be of a kind and on terms current at the port of shipment. In the event that Company is requested to assist Distributor in arranging for transportation, Distributor shall reimburse Company

for all costs applicable to the Products following their delivery to Distributor, including, without limitation, insurance, transportation, loading and unloading, handling and storage. Distributor shall pay all charges, including customs duty and sales tax, incurred with respect to the Products following their Delivery to the carrier or forwarder.

32. Inspection and Acceptance

Promptly upon the receipt of a shipment of Products, Distributor shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within [NUMBER] days of receipt of the shipment, Distributor shall notify Company in writing of any shortages, defects or damage which Distributor claims existed at the time of delivery. Within [NUMBER] days after the receipt of such notice, Company will investigate the claim of shortages, defects or damage, inform Distributor of its findings, and deliver to Distributor Products to replace any which Company determines, in its sole discretion, were in short supply, defective or damaged at the time of delivery.

33. Payment

Upon delivery and acceptance of Products, Company may submit to Distributor Company's invoice for those Products. Distributor shall pay each such proper invoice within [NUMBER] days after Distributor's receipt of that invoice. Payment shall be made in [CURRENCY] to a bank account to be notified in writing by Company to Distributor.

34. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

35. ARBITRATION

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration to be held in the [CITY, STATE], in accordance with the law in this jurisdiction, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

36. SECRECY

Distributor agrees not to disclose or use, except as required in Distributor's duties, at any time, any information disclosed to or acquired by Distributor during the term of this contract. Distributor agrees that all confidential information shall be deemed to be and shall be treated as a sole and exclusive property of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement on [DATE].

PRINCIPAL

AGENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: letter of understanding regarding terms of proposed contract

Dear [Contact name],

This will confirm that which we discussed during our telephone conversation earlier today.

It is agreed that your firm, [Name of firm], will provide [Specify] for the [Name of project] while we will provide [Specify], to your specifications, and all funds necessary, up to [amount] to complete the [Intent].

If this meets with your understanding of our conversation, please sign a copy of this letter and return it to my office. Upon our receipt of this verified letter, we will forward same to our attorneys for final contract drafting and revisions.

It was a pleasure speaking with you, and I hope to join you soon for a toast to our mutual success in the [Project].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



PARTNERSHIP AGREEMENT

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [FIRST PARTNER NAME] (the "First Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTNER NAME] (the "Second Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. Partners desire to join together for the pursuit of common business goals.
- B. Partners have considered various forms of joint business enterprises for their business activities.
- C. Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.
- D. The parties hereto agree to form a limited partnership (the "Partnership") under [LAW, CODE OR ACT].

In consideration of the mutual promises contained in this agreement, partners agree as follows:

1. NAME AND DOMICILE

The name of the partnership shall be [name]. The principal place of business shall be at [address], [city], [state/province], unless relocated by consent of the partners.

2. Purposes

Subject to the limitations set forth in this Agreement, the purposes of the Partnership are to engage in the business of [DESCRIBE ACTIVITIES]; and to conduct other activities as may be necessary or incidental to or desirable in connection with the foregoing.

3. DURATION OF AGREEMENT

The term of this agreement shall be for [number] years, commencing on [date], and terminating on [date], unless sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement.

4. CLASSIFICATION AND PERFORMANCE BY PARTNERS

- a. Partners shall be classified as active partners, advisory partners, or estate partners.
- b. An active partner may voluntarily become an advisory partner, may be required to become one irrespective of age, and shall automatically become one after attaining the age of [age] years, and in each case shall continue as such for [number] years unless the partner sooner withdraws or dies.
- c. If an active partner dies, the partner's estate will become an estate partner for [number] years. If an advisory partner dies within [Number] years of having become an advisory partner, the partner will become an estate partner for the balance of the [number]-year period.
- d. Only active partners shall have any vote in any partnership matter.
- e. At the time of the taking effect of this partnership agreement, all the partners shall be active partners except [name] and [name], who shall be advisory partners.
- f. An active partner, after attaining the age of [age] years, or prior to that age if the [executive committee or as the case may be] with the approval of [two-thirds or as the case may be] of all the other active partners determines that the reason for the change in status is bad health, may become an advisory partner at the end of any calendar month on giving [number] calendar

months' prior notice in writing of the partner's intention to do so. The notice shall be deemed to be sufficient if sent by registered mail addressed to the partnership at its principal office at [address], [city], [state/province] not less than [number] calendar months prior to the date when the change is to become effective.

- g. Any active partner may at any age be required to become an advisory partner at any time if the [executive committee or as the case may be] with the approval of [two-thirds or as the case may be] of the other active partners shall decide that the change is for any reason in the best interests of the partnership, provided notice of the decision shall be given in writing to the partner. The notice shall be signed by the [chairman or as the case may be] of the [executive committee or as the case may be] or, in the event of his or her being unable to sign at the time, by another member of the [executive committee or as the case may be]. The notice shall be served personally on the partner required to change his or her status, or mailed by registered mail to the partner's last known address. Change of the partner's status shall become effective as of the date specified in the notice.
- h. Every active partner shall automatically and without further act become an advisory partner at the end of the fiscal year in which the partner's birthday occurs.
- i. In the event that an active partner becomes an advisory partner or dies, the partner or the partner's estate shall be entitled to the following payments at the following times:

[describe]

Each active partner shall apply all of the partner's experience, training, and ability in discharging the partner's assigned functions in the partnership and in the performance of all work that may be necessary or advantageous to further the business interests of the partnership.

5. CONTRIBUTION

Each partner shall contribute [amount] on or before [date] to be used by the partnership to establish its capital position. Any additional contribution required of partners shall only be determined and established in accordance with Article Nineteen.

6. MANAGEMENT OF THE PARTNERSHIP

The Partnership shall be managed by [SPECIFY]. Subject to the limitations specifically contained in this Agreement, [PARTY MANAGING THE PARTNERSHIP] shall have the full, exclusive and absolute right, power and authority to manage and control the Partnership and the property, assets and business thereof. [PARTY MANAGING THE PARTNERSHIP] shall have all of the rights, powers and authority conferred by law or under other provisions of this Agreement. Without limiting the generality of the foregoing, such powers include the right on behalf of the Partnership, in [PARTY MANAGING THE PARTNERSHIP]'s sole discretion, to:

- a. Acquire, purchase, renovate, improve, and own any property or assets necessary or appropriate or in the best interests of the business of the Partnership, and to acquire options for the purchase of any such property;
- b. Borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any indebtedness or obligation of the Partnership, and secure such indebtedness by mortgage, deed of trust, pledge or other lien on Partnership assets;
- c. Sue on, defend or compromise any and all claims or liabilities in favor of or against the Partnership and to submit any or all such claims or liabilities to arbitration;
- d. File applications, communicate and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Partnership's assets or any part thereof or any other aspect of the Partnership business;
- e. Retain services of any kind or nature in connection with the Partnership business, and to pay therefore such remuneration deem reasonable and proper; and Perform any and all other acts deem necessary or appropriate to the Partnership business.

7. DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

The Partnership shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

- a. On a date designated by the Partners and approved by Vote of Partners;
- b. The sale or other disposition of all of the Partnership's assets and the receipt in cash of the proceeds thereof;

- c. One of the Partners committed an illegal or unapproved action;
- d. [OTHER]

8. BUSINESS EXPENSES

The rent of the buildings where the partnership business shall be carried on, and the cost of repairs and alterations, all rates, taxes, payments for insurance, and other expenses in respect to the buildings used by the partnership, and the wages for all persons employed by the partnership are all to become payable on the account of the partnership. All losses incurred shall be paid out of the capital of the partnership or the profits arising from the partnership business, or, if both shall be deficient, by the partners on a pro rata basis, in proportion to their original contributions, as provided in Article Nineteen.

9. MEETINGS

6.1 Place of Meetings

Meetings of the Partners may be held at any place within or without [STATE/PROVINCE] as determined by the Partners but will generally be held at [LOCATION] .

6.2 Notices

Whenever Partners are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than [NUMBER] days, nor more than [NUMBER] days before the date of the meeting to each Partner entitled to vote at the meeting. The notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted.

10. AUTHORITY

No partner shall buy any goods or articles or enter into any contract exceeding the value of [amount] without the prior consent in writing of the other partners. If any partner exceeds this authority, the other partners shall have the option to take the goods or accept the contract on account of the partnership or to let the goods remain the sole property of the partner who shall have obligated himself or herself.

11. SEPARATE DEBTS

No partner shall enter into any bond, or become surety or cosigner, or provide security for any person, partnership, or corporation, or knowingly condone anything by which the partnership property may be attached or taken in execution, without the prior written consent of the other partners.

Each partner shall punctually pay the partner's separate debts and indemnify the other partners and the capital and property of the partnership against the partner's separate debts and all expenses relating to such separate debts.

12. BOOKS AND RECORDS

Books of account shall be maintained by the partners, and proper entries made in the books of all sales, purchases, receipts, payments, transactions, and property of the partnership. The books of account and all records of the partnership shall be retained at the principal place of business as specified in Article One. Each partner shall have free access at all times to all books and records maintained relative to the partnership business.

13. ACCOUNTING

The fiscal year of the partnership shall be from [month and day] to [month and day] of each year. On the [day] of [month], commencing in [year], and on the [day] of [month] in each succeeding year, a general accounting shall be made and taken by the partners of all sales, purchases, receipts, payments, and transactions of the partnership during the preceding fiscal year, and of all the capital property and current liabilities of the partnership. The general accounting shall be written in the partnership account books and signed in each book by each partner immediately after it is completed. After the signature of each partner is entered, each partner shall keep one of the books and shall be bound by every account, except that if any manifest error is found in an account book by any partner and shown to the other partners within [number] months after the error shall have been noted by all of them, the error shall be rectified.

14. DIVISION OF PROFITS AND LOSSES

Each partner shall be entitled to [%] of the net profits of the business, and all losses occurring in the course of the business shall be borne in the same proportion, unless the losses are occasioned by the

willful neglect or default, and not the mere mistake or error, of any of the partners, in which case the loss so incurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of profits shall be made on the [day] of [month] each year.

15. ADVANCE DRAWS

Each partner shall be at liberty to draw out of the business in anticipation of the expected profits any sums that may be mutually agreed on, and the sums are to be drawn only after there has been entered in the books of the partnership the terms of agreement, giving the date, the amount to be drawn by the respective partners, the time at which the sums shall be drawn, and any other conditions or matters mutually agreed on. The signatures of each partner shall be affixed on the books of the partnership. The total sum of the advanced draw for each partner shall be deducted from the sum that partner is entitled to under the distribution of profits as provided for in Article Ten.

16. SALARY

No partner shall receive any salary from the partnership, and the only compensation to be paid shall be as provided in Articles Ten and Eleven.

17. RETIREMENT

In the event any partner shall desire to retire from the partnership, the partner shall give [number] months' notice in writing to the other partners. The continuing partners shall pay to the retiring partner at the termination of the [number] months' notice the value of the interest of the retiring partner in the partnership. The value shall be determined by a closing of the books and a rendition of the appropriate profit and loss, trial balance, and balance sheet statements. All disputes arising from such determination shall be resolved as provided in Article Twenty.

18. RIGHTS OF CONTINUING PARTNERS

On the retirement of any partner, the continuing partners shall be at liberty, if they so desire, to retain all trade names designating the firm name used. Each of the partners shall sign and execute any assignments, instruments, or papers that shall be reasonably required for effectuating an amicable retirement.

19. DEATH OF PARTNER

In the event of the death of one partner, the legal representative of the deceased partner shall remain as a partner in the firm, except that the exercise of this right on the part of the representative of the deceased partner shall not continue for a period in excess of [number] months, even though under the terms of this agreement a greater period of time is provided before the termination of this agreement. The original rights of the partners shall accrue to their heirs, executors, or assigns.

20. EMPLOYEE MANAGEMENT

No partner shall hire or dismiss any person in the employment of the partnership without the consent of the other partners, except in cases of gross misconduct by the employee.

21. RELEASE OF DEBTS

No partner shall compound, release, or discharge any debt that shall be due or owing to the partnership, without receiving the full amount of the debt, unless that partner obtains the prior written consent of the other partners to the discharge of the indebtedness.

22. COVENANT AGAINST REVEALING TRADE SECRETS

No partner shall, during the continuance of the partnership or for [number] years after its termination by any means, divulge to any person not a member of the firm any trade secret or special information employed in or conducive to the partnership business and which may come to the partner's knowledge in the course of this partnership, without the consent in writing of the other partners, or of the other partners' heirs, administrators, or assigns.

23. ADDITIONAL CONTRIBUTIONS

The partners shall not have to contribute any additional capital to the partnership to that required under Article Four, except as follows: (1) each partner shall be required to contribute a proportionate share in additional contributions if the fiscal year closes with an insufficiency in the capital account or profits of the partnership to meet current expenses; or (2) the capital account falls below [amount] for a period of [number] months.

24. ARBITRATION

If any differences shall arise between or among the partners as to their rights or liabilities under this agreement, or under any instrument made in furtherance of the partnership business, the difference shall be determined and the instrument shall be settled by [name of arbitrator], acting as arbitrator, and the decision shall be final as to the contents and interpretations of the instrument and as to the proper mode of carrying the provision into effect.

25. ADDITIONS, ALTERATIONS, OR MODIFICATIONS

Where it shall appear to the partners that this agreement, or any terms and conditions contained in this agreement, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

26. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at addresses already specified in this Agreement.

27. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

28. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of [State/province].

29. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This

agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

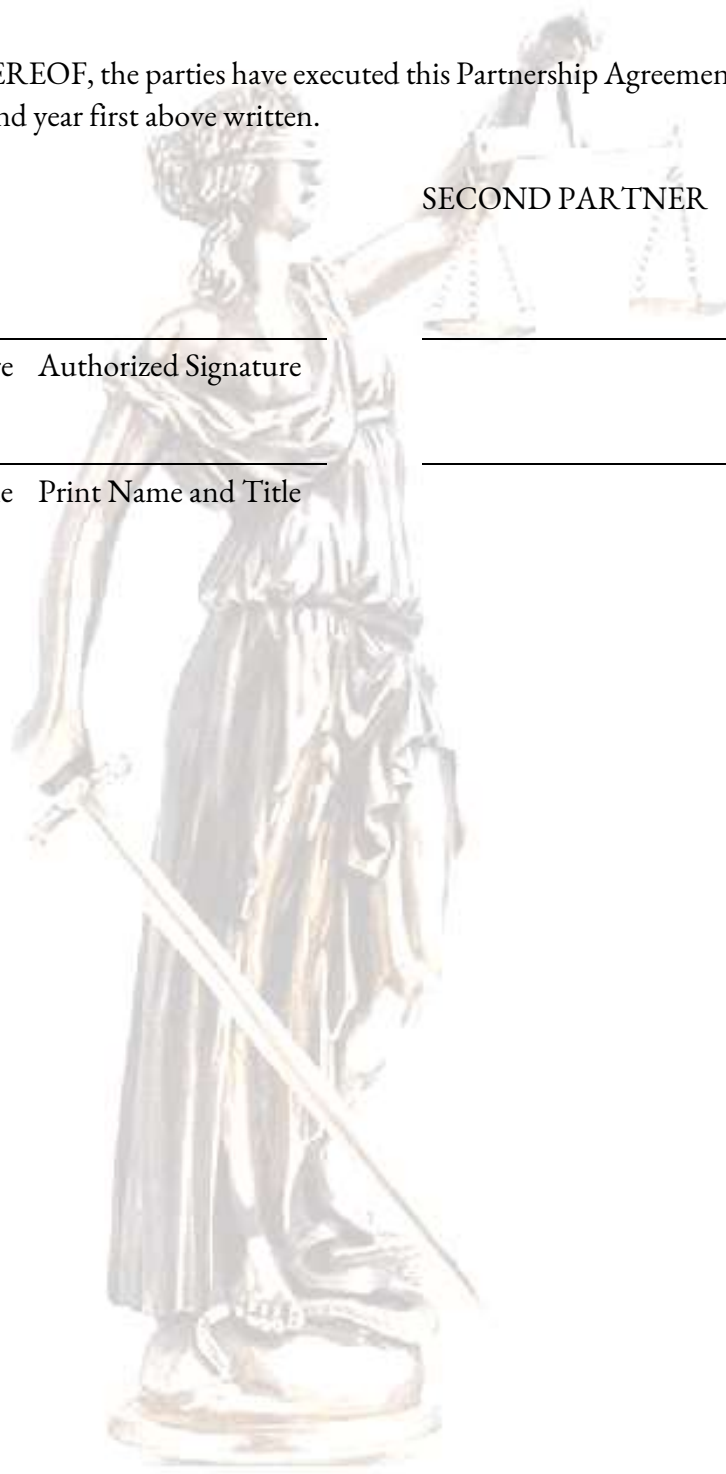
IN WITNESS WHEREOF, the parties have executed this Partnership Agreement at [designate place of execution] the day and year first above written.

FIRST PARTNER

SECOND PARTNER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



PARTNERSHIP DISSOLUTION AGREEMENT

PARTNERSHIP DISSOLUTION AGREEMENT

This Partnership Dissolution Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [SELLING PARTNER NAME] (the "Selling Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASING PARTNER NAME] (the "Purchasing Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. The parties are partners in the firm of [name], of [address], [city], [state], established for the purpose of [specify], under an agreement dated [date].
- B. Pursuant to the terms of the partnership agreement, a buy or sell notice was given by Selling Partner to Purchasing Partner.
- C. The Purchasing Partner has exercised its option to purchase the interest of Selling Partner in and to the partnership business.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. SALE OF INTEREST; PURCHASE PRICE

Selling Partner shall sell its [%] interest in the partnership business, including its [%] interest in all of the furniture, equipment, and furnishings of the business, stock of merchandise, accounts receivable, moneys, and all of [Selling Partner name's] right, title, and interest in and to any and all of the assets of the partnership, to Purchasing Partner for [amount], to be paid in [number] equal monthly installments, due on the [specify] day of each month, commencing on [date].

2. ASSUMPTION OF OBLIGATIONS

The Purchasing Partner shall and do assume and agrees to pay all of the outstanding debts and obligations of the partnership business and to perform all of the covenants of the leases on the premises, and to perform all of the outstanding contracts and agreements required to be performed by the partnership and agrees to save and hold harmless Selling Partner against any claim or claims that may arise by reason of such debts, obligations, or covenants, or any other claims except those specifically mentioned in this agreement.

3. INDEMNIFICATION

The Selling Partner warrants and represents that it has incurred no debts, nor contracted any obligations, nor incurred any liability in the name of the partnership or for which the partnership would be liable, other than those debts, obligations, or liabilities as are disclosed in the partnership books of which Selling Partner has advised the Purchasing Partner. The Selling Partner agrees to indemnify and save and hold harmless the Purchasing Partner on account of any claims that may be made against the partnership because of any debt, obligation, or liability which the Selling Partner incurred in the partnership name or for which the partnership became liable on account of any of [Selling Partner name's] actions and of which Selling Partner failed to inform the Purchasing Partner.

4. TAX RETURNS AND PAYMENTS

The Purchasing Partner agrees to prepare federal and state partnership income tax returns for the partnership business from [date] to [date], and to supply Selling Partner with copies. Each of the parties shall pay their individual income taxes, both federal and state, on the income received from such partnership business.

5. ASSUMPTION OF TAX OBLIGATIONS

The general taxes and all other tax obligations shall be considered an obligation of the partnership and are now assumed by the Purchasing Partner.

6. DISSOLUTION

The partnership existing between the parties under the name of [Partnership name] is dissolved and this agreement constitutes a full and complete accounting and liquidation of the partnership business. Except as otherwise reserved in this agreement, Selling Partner acknowledges that it has no claim or demand of any kind or nature against Purchasing Partner. Also except as otherwise reserved in this agreement, Purchasing Partner acknowledges that it has no claim or demand of any kind against Selling Partner.

7. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of [State/province of Governing Law].

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Dissolution Agreement as of the date first above written.

SELLING PARTNER

PURCHASING PARTNER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

SALES AGENCY AGREEMENT

This Sales Agency Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [PRINCIPAL NAME] (the "Principal"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AGENT NAME] (the "Agent"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. RECITALS

- a. Principal is a manufacturer of [product] and desires to appoint Agent as general sales Agent for the sale of Principal's product [if appropriate, add: and other regular-line products and accessories of Principal] in the following territory: [describe territory].
- b. Agent desires to accept such appointment and to perform all the provisions of this agreement.

2. DURATION

The term of the agency created shall be [period of time], beginning [date], unless sooner terminated.

3. AGENT'S BEST EFFORTS

Agent agrees to devote Agent's whole time and best efforts to the business of Principal in the described territory under the direction of Principal's officers or representatives, and to conform to the best of Agent's ability with the rules, regulations and instructions of Principal now in force or that may be adopted and mailed to Agent's address. Agent shall employ salespersons to assist Agent, on such terms and conditions as Principal may require, as set forth in this agreement.

4. NONDISCLOSURE OF PRINCIPAL'S AFFAIRS

Agent agrees to keep confidential such information as Principal may from time to time impart to Agent regarding Principal's business affairs and customers. Agent will not, in whole or in part, now or at any time, disclose such information.

5. ASSIGNMENT OF AGENT'S INVENTIONS

Agent agrees, in view of the confidential information regarding Principal's business affairs, plans and necessities, that Agent will be in a position to obtain from time to time, and in partial consideration of the commissions agreed to be paid to Agent under this agreement, that Agent, on demand, will assign to Principal, or Principal's successors or assigns, any inventions or improvements Agent may make during the agency with Principal that relate to Principal's product. Agent also will sign any papers and do any acts that may be needed to secure to Principal, or Principal's successors or assigns, any rights relating to such inventions and improvements, including patents in [COUNTRY] and foreign countries.

6. COMMISSIONS

- a. Agent, during the term of the agreement, shall receive a commission from the sale of Principal's product [if appropriate, add: and other regular-line products and accessories] sold for use in Agent's territory, whether sold by Agent or by Principal, or others, except as provided in this agreement.
- b. Agent's commission on sales made pursuant to this agreement shall be as follows: [DESCRIBE].

7. SALES SUBJECT TO COMMISSIONS

This agreement shall apply to business procured at the time of visits to Agent's territory by Principal's superintendent, and also to all business subsequently procured either by Agent, Principal's superintendent or other representative of Principal, from customers previously worked within

[NUMBER] months from the date of the latest visit of Principal's superintendent or other representative.

8. WHEN COMMISSIONS ARE PAID

- a. Any commission to be received under this agreement shall not be credited to Agent's account on Principal's books until the purchaser has made settlement in full with Principal, either by cash or acceptable notes [SPECIFY] [if appropriate, add: and has delivered to Principal or an authorized Agent of Principal any returnable products]. If settlement is made wholly or in part by purchaser's notes, Principal may withhold payment of the commission in whole or in part until the notes are paid.
- b. Agent's account may be charged with the amount of any commission previously paid to Agent or credited to Agent's account for the unpaid part of the purchase price of [product], or the unpaid part of any note given in payment.
- c. When Principal repossesses a product, Agent shall receive commission only on the amount of money paid by purchaser prior to repossession.

9. COMMISSIONS ON TRADE-INS

Principal shall have the right to fix the amount to be allowed for products taken in exchange, and a commission will not be paid on the amount so allowed.

10. SALES THROUGH OTHER SALES CHANNELS

Agent waives any claim to a commission on any sales made in Agent's territory other than through Principal's offices or regular sales agencies when, in the opinion of Principal, the general conditions of the business in any part of the [COUNTRY] necessitate the sale of Principal's product through other sales channels.

11. SALES IN OR FROM OTHER TERRITORIES

- a. Agent agrees not to enter the territory of any other Sales Agent of Principal for the purpose of selling Principal's product, or to endeavor, directly or indirectly, to make sales of Principal's product for use outside of Agent's territory. Should a purchaser call on Agent

voluntarily and purchase Principal's product for use outside of Agent's territory, Agent shall receive commissions as follows: [DESCRIBE].

- b. Agent further agrees that, when any other authorized sales Agent of Principal sells Principal's product for use in Agent's territory, Agent's account shall be credited with the regular commission, less the commission paid Agent making the sale.

12. DISPUTES ON COMMISSIONS

Principal shall have the right to determine, in any dispute arising between Agent and any other sales Agent of Principal, the right to commission on any sale, and Agent shall abide by and be bound by Principal's decision.

13. LIMITATION ON COMMISSION CLAIMS

Agent waives all claim for commission on sales of Principal's product, whether made by Agent or others, and all other claims of any nature whatever, if the claim is not made within [MONTHS] from the date of termination of this agreement.

14. AGENT NOT TO SHARE COMMISSION

Under no circumstances, without permission of Principal, may Agent give any part of Agent's commission to any assistant, local Agent or other person to assist Agent in making a sale.

15. CONTENTS OF ORDERS

- a. All orders for Principal's product shall be taken on printed forms furnished by Principal, and all such orders shall be sent to Principal immediately after being signed by purchasers. The orders shall contain all conditions and agreements of every nature whatsoever between the parties to the sale, it being agreed that Principal shall not be responsible for promises or conditions not specified on the orders. Principal's product shall not be sold for more or less than the list price established by Principal.

- b. If Principal is compelled to make any concessions to customers or incur any expense by reason of a violation of these requirements, the amount of the expense may be charged to Agent's account.

16. ACCEPTANCE OF ORDERS BY PRINCIPAL

Orders taken by Agent shall not be binding until accepted by Principal. Principal reserves the right to reject any order when, in the judgment of Principal, the product ordered may not be suitable to the business of the customer.

17. AGENT NOT TO COMPETE

Agent, having agreed to devote Agent's whole time to Principal's business, shall not purchase or deal in [product] on Agent's own account in any way during the continuance of this agreement. Agent will not engage, directly or indirectly, either for Agent or as employee of any other party, in manufacturing, buying, selling or dealing in [product], in the territory described, for a period of [period of time], after the termination of the agency created by this agreement, without the written consent of Principal.

18. REPAIRS AND MAINTENANCE OF PRODUCT

Agent shall promptly and properly make necessary repairs on Principal's product in Agent's territory if such repairs can be made by Agent, and to cooperate with and aid Principal in making all other such repairs in Agent's territory, in such manner as Principal may direct.

19. COMPROMISE AND COLLECTION OF ACCOUNTS

A. Principal shall have full control of and discretion as to the collection, adjustment or compromise of any or all accounts for Principal's products sold by Agent. If Principal requests Agent to make any collection, or to obtain possession of Principal's product or other property, whether the request relates to a sale made by Agent or any Agent that preceded Agent in the territory, Agent shall do so promptly.

B. Principal shall determine whether to take a lien on Principal's product sold by Agent. Principal shall not be liable to Agent for any loss of commission or other claim, by reason of failure to take such lien, or by reason of any compromise or adjustment of any account or accounts or notes for products sold by Agent, or any failure for any reason to collect any part of the account or notes.

20. REMITTALS BY AGENT

Agent agrees to remit [daily/weekly] to Principal, in the manner prescribed by [the treasurer], of Principal or to deposit [daily/weekly] in a bank or other financial institution designated by Principal's [treasurer], all money, checks and drafts received by Agent for Principal, including any received for repair parts and supplies sold. In no event will Agent use any money collected for Principal to defray the expenses of the agency, or for any other purpose, or deposit the funds in any bank or other financial institution to Agent's own credit.

21. AGENT'S EXPENSES

All expenses for traveling, entertainment, office, clerical, office and equipment maintenance, and general selling expenses that may be incurred by Agent in connection with this agreement will be borne wholly by Agent. In no case shall Principal be responsible or liable for such expenses.

22. ACCOUNTING ON TERMINATION

- a. Agent authorizes Principal, on termination of the agency created by this agreement, to pay any outstanding indebtedness, including amounts due Agent and Agent's employees incurred in the management of the agency, and to charge the amount to Agent's account. Principal shall not be bound to pay any such indebtedness, unless Principal shall elect to do so. Payment of part of Agent's indebtedness by Principal shall not raise any obligation on Principal's part to pay the whole of the indebtedness. An assignment of Agent's account, or any part of it, shall not be binding on Principal unless accepted in writing by Principal's [treasurer].
- b. On termination of this agreement, Principal shall proceed in the customary manner to collect notes and open accounts for purchases of Principal's product sold by Agent and shall charge against Agent's account the commission previously credited on such amounts of notes and accounts as are uncollected. Principal also shall charge Agent's account with Agent's proportion of any collection expense. This provision shall continue in force until a final account can be stated; no money shall be due Agent under this agreement after its termination until the final account can be stated.

23. OBJECTIONS TO ACCOUNTING; LIMITATIONS

Agent agrees that all objections to statements of account rendered by Principal are waived, unless written notice is given by Agent and unless such notice reaches Principal within [NUMBER] days after rendition of the statement by Principal.

24. SURETY BOND OF AGENT

Agent agrees to furnish Principal with a fidelity bond of [AMOUNT], to be issued by a responsible surety company and conditioned on the faithful performance of Agent's duties in the agency created by this agreement. All premiums on such bond shall be paid by Agent.

25. EXAMINATION OF AGENT'S ACCOUNTS

Agent agrees that officers or authorized representatives of Principal shall have, on demand, access to and the right to examine and make copies of all books of accounts, vouchers and papers of Agent, in order to ascertain whether the business of Agent is being conducted in a manner satisfactory to Principal.

26. DISPOSITION OF PRODUCTS; CONSIGNMENT

- a. Agent agrees, on demand, to account for and deliver to Principal, in good condition, all products charged to Agent's consignment account. If Agent fails to deliver any product, the product may be charged to Agent's account at list price, if Principal so elects, but nothing contained in this agreement shall prevent Principal from exercising other legal remedies to recover possession of such products.
- b. In the event any of Principal's products shall have been kept on consignment by Agent for such period of time that they have become unsaleable as new, Principal may order their return to the factory, in which event the freight charges from Agent's office to the factory shall be paid by Agent.

27. INSURANCE PREMIUMS; TAXES

Principal shall insure against loss by fire all products delivered on consignment to Agent, charging the premium paid for the insurance to Agent's account. Agent shall pay all personal property taxes levied on consigned products, or shall pay such tax as may be levied in lieu of a personal property tax.

28. COMPLIANCE WITH LAWS

Agent agrees, for the benefit of Agent's employees and subagents, to comply in all respects with the workers' compensation laws of any state or states of which Agent's territory may be a part, and to pay the premiums and other costs and expenses incident to such coverage.

29. CUSTOMER LIST; SALES CALLS

- a. Agent agrees to keep a list of probable purchasers, and also a list of users, of Principal's products in Agent's territory. Both lists shall show the name, nature and address of each business concern listed. The user's list shall also show the style and factory number of Principal's product in use.
- b. Agent agrees to send to Principal, on the form furnished by Principal, a list of all persons called on by Agent or Agent's employees in connection with Principal's business. The list shall show the name, nature and address of each business concern called on, and the object and results of the call.

30. DEPRECIATION OF AGENCY PROPERTY

The office furniture, personal property and fixtures used by Agent in Principal's business shall be invoiced and appraised at least once each year by Agent and a representative of Principal, and a deduction of not less than [%] per year shall be made to cover wear and tear in ordinary depreciation.

31. PURCHASE OF AGENCY PROPERTY

Principal shall have an option of purchase of all or any part of the supplies, repair parts, vehicles and sundries in stock or on hand at the time of termination of the agency, at the current price, less proper deductions for obsolescence and depreciation, if any. Such price shall be paid to Agent or credited on Agent's account with Principal, as Principal may elect.

32. EMPLOYMENT OF SUBAGENTS

Agent agrees not to employ any salespersons to assist in the agency, except under written agreement by the terms of which Principal shall be released from all liability for any indebtedness from Agent to such salespersons. Agent agrees not to employ any person until Agent has supplied Principal with full

particulars regarding such person, on the form furnished by Principal, giving the person's name, record, previous occupation, etc., and until Principal's assent to such employment has been received.

33. MODIFICATION AND TERMINATION

Principal at any time may alter and change the boundaries and territory covered by this agency agreement. The agency created by this agreement may be terminated by either party by written notice mailed or delivered to the last known address of the other party. This agreement covers all agreements between Agent and Principal relating to the employment of Agent for the handling of Principal's product.

34. GOVERNING LAW

The enforcement and interpretation of this agreement shall be governed by the laws of [state/province].

The parties have executed this agreement at [designate place of execution] the day and year first above written.

PRINCIPAL

AGENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: TERMINATION OF DISTRIBUTION AGREEMENT

Dear [Contact name],

With this letter, we hereby terminate the agreement between [name of company] and [DISTRIBUTOR] to sell [type of product] in [type of distribution channel].

Upon acceptance of this letter, [DISTRIBUTOR] will immediately cease selling all of [company] product, and return to [company] any leftover product remaining at [DISTRIBUTOR]'s facilities.

Any unauthorized sale of [company] product after acceptance of the terms of this agreement will constitute fraud and trademark violations for which [DISTRIBUTOR] shall be fully liable.

Thank you for your immediate attention to this matter.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

AGREEMENT TO ASSIGN

This Agreement to Assign (the "Agreement") is made and effective the [DATE],

BETWEEN: [PROSPECTIVE ASSIGNOR NAME] (the "Prospective Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PROSPECTIVE ASSIGNEE NAME] (the "Prospective Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

The parties declare:

- A. Prospective Assignor has entered into a lease agreement, as lessor, with [lessee], of [address], [city], [state], referred to as "lessee." A copy of the lease agreement, containing a description of the premises, is attached to this agreement as Exhibit A.
- B. Prospective Assignor desires to assign the lease agreement to Prospective Assignee, who will assume all liabilities and duties as well as all rights of Prospective Assignor pertaining to the collection of all rents to become due under the lease agreement after the effective date of the assignment.

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. Prospective Assignor will transfer and assign to Prospective Assignee all right to the collection of all rents required under the lease agreement provisions in the lease dated [date] on the premises described as follows: [set forth description contained in lease].
2. The assignment shall become effective on [date], and shall apply to all rents due thereafter until expiration of the lease agreement term on [date].

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

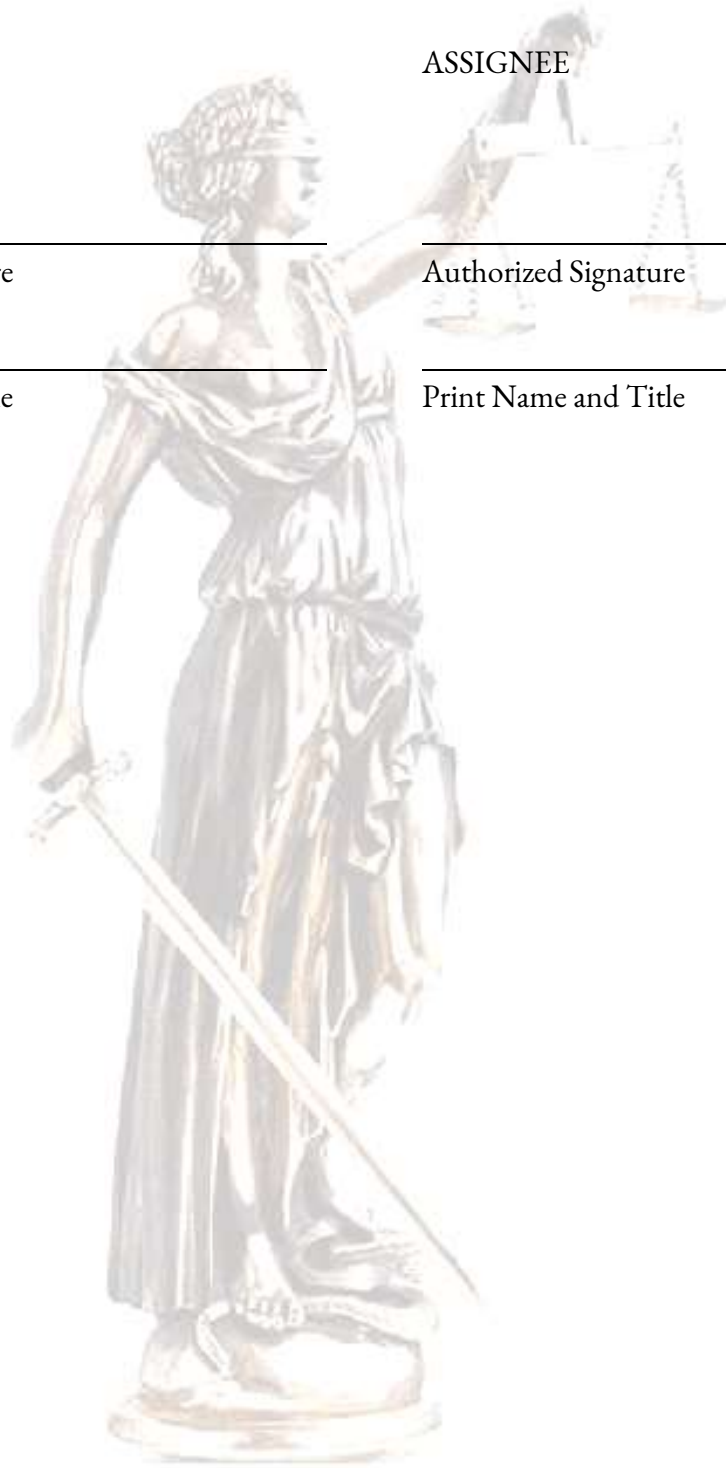
ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF A CLAIM FOR DAMAGES

This Assignment of a Claim for Damages (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against [name], arising from the following type claim:

[description]

And the undersigned may in its own name and for its own benefit prosecute, collect, settle, compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

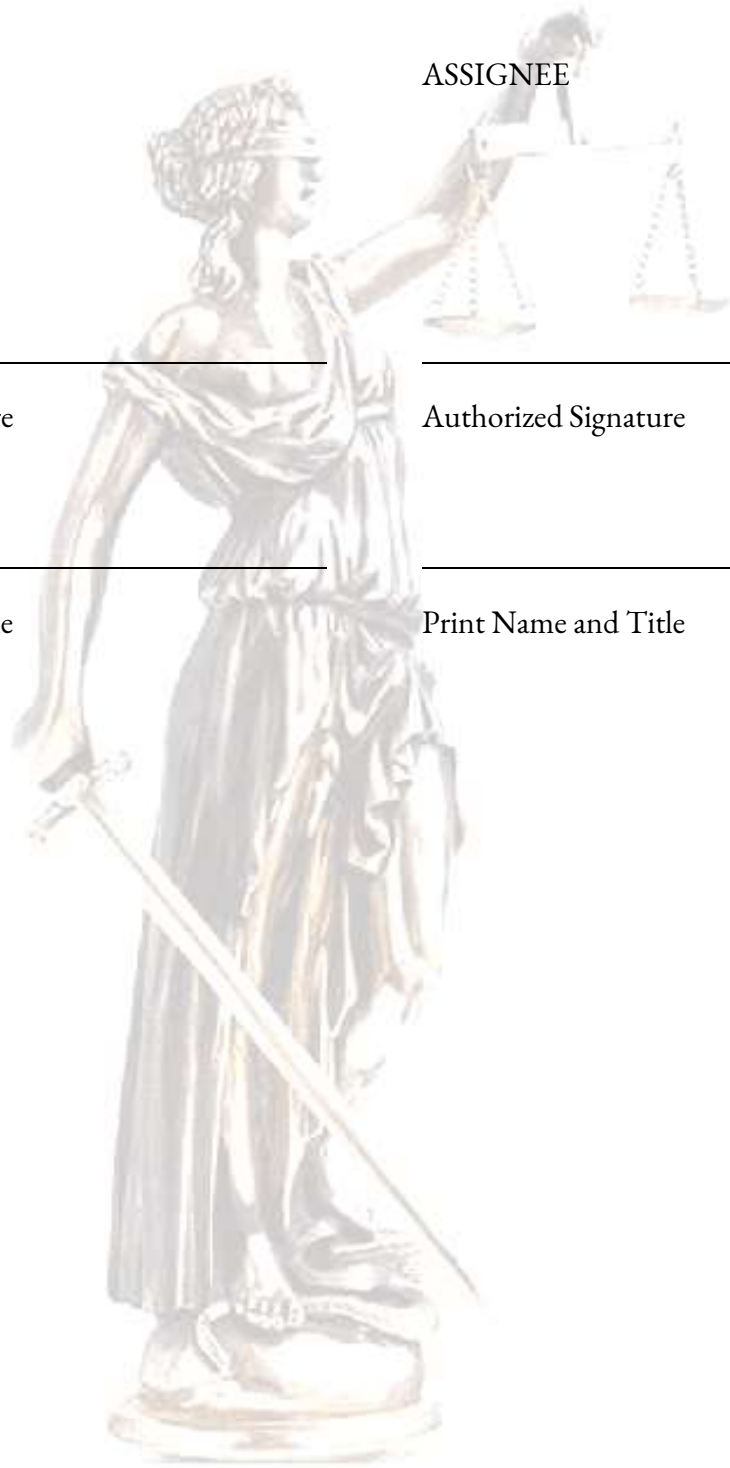
ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF ASSETS

This Assignment of Assets (the "Assignment") is made and effective [DATE],

BETWEEN: [STOCKHOLDER NAME] (the "Stockholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, on the day of [date], the Corporation was formed by Articles of Incorporation filed with the Registrar of Companies in and for the [State/Province], and;

WHEREAS, it is necessary to transfer certain assets into the Corporation in order to capitalize the Corporation, and;

WHEREAS, Stockholder is desirous of transferring to the Corporation certain assets shown on the attached Exhibit "A," and the Corporation is desirous of acquiring said assets.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter entered into, it is agreed as follows:

- e. Stockholder does hereby transfer and assign those assets listed on the attached Exhibit "A" to the Corporation.
- f. In consideration for said transfer the Corporation issues to Stockholder [number] shares of stock in the Corporation, with a par value [price] per share.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

STOCKHOLDER

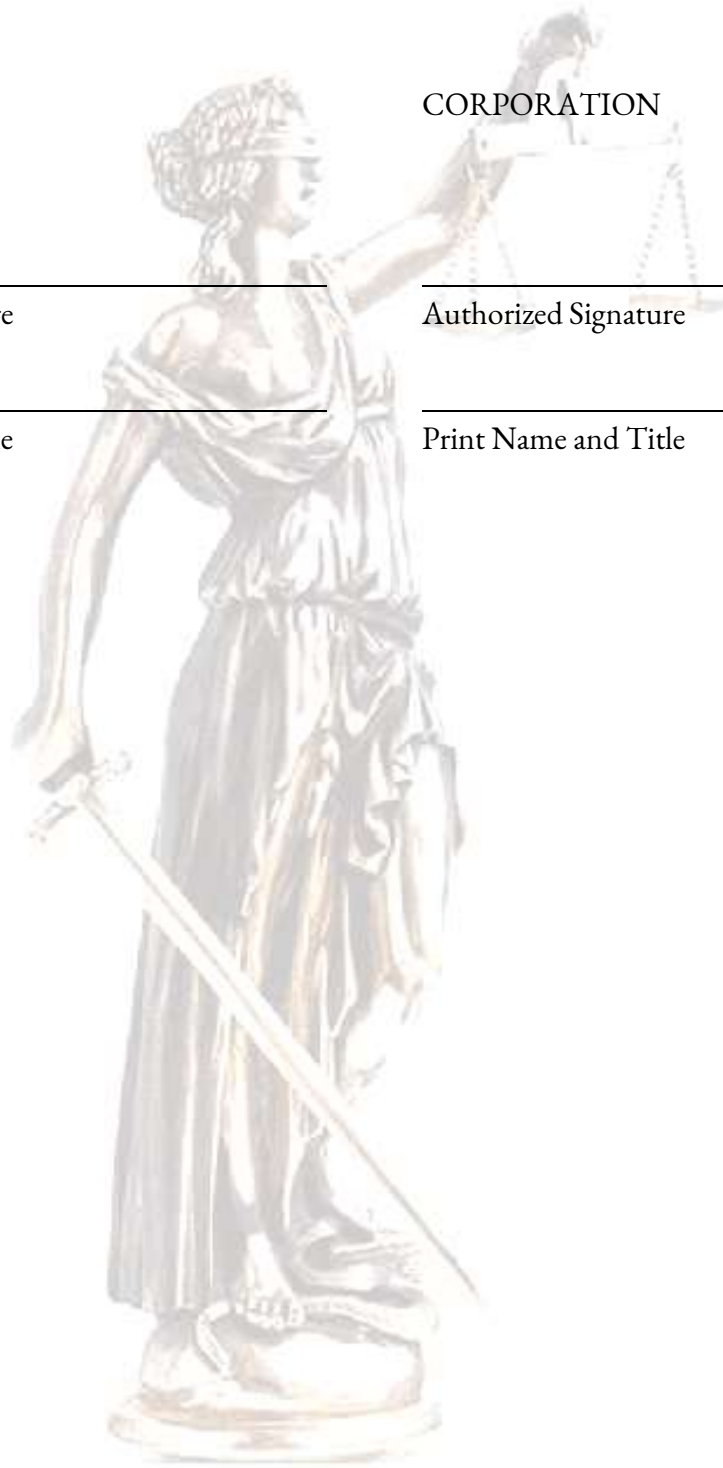
CORPORATION

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF CONTRACT

This Assignment of Contract (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME AND ADDRESS], (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME AND ADDRESS], (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the undersigned Assignor hereby assigns, transfers and sets over to Assignee all rights, title and interest held by the Assignor in and to the following described contract:

[description]

3. TERMS

- a. The Assignor warrants and represents that said contract is in full force and effect and is fully assignable.
- b. The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.
- c. The Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.
- d. The Assignor warrants that the contract is without modification, and remains on the terms contained.
- e. The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

f. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT OF LIEN

This Assignment of Lien (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

In consideration of [amount], receipt of which is hereby acknowledged, the Assignor does hereby assign to Assignee the mechanic's lien on the property of [name of property owner], located at [address], [city], [state/province], which has been duly recorded in the office of [office], in [Volume], [number], [page], a copy of which is attached hereto.

Whereas, the intent of this assignment is to transfer to assignee full power to collect that certain sum secured by said lien, Assignor does hereby appoint assignee his attorney in fact, with full authority to enforce the lien herein assigned, and to collect and receive the debt secured by said lien, as Assignor would do if this assignment were not being made. Any costs incurred by the Assignee in enforcing the assigned lien, shall be borne by the Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT

This Assignment is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WITNESSETH, that for valuable consideration in hand paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee all of his right, title and interest in and to all [description] set forth in [description] that certain Agreement.

The undersigned fully warrants that it has full rights and authority to enter into this assignment and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF ASSIGNMENT

Dear [Contact name]

You are hereby notified that on [DATE] we have assigned and transferred to [SPECIFY] the following [SPECIFY] existing between us:

[DESCRIBE]

Please direct any further correspondence (or payments, if applicable) to them at the following address:

[INSERT ADDRESS]

Please contact us should you have any questions, and we thank you for your cooperation.

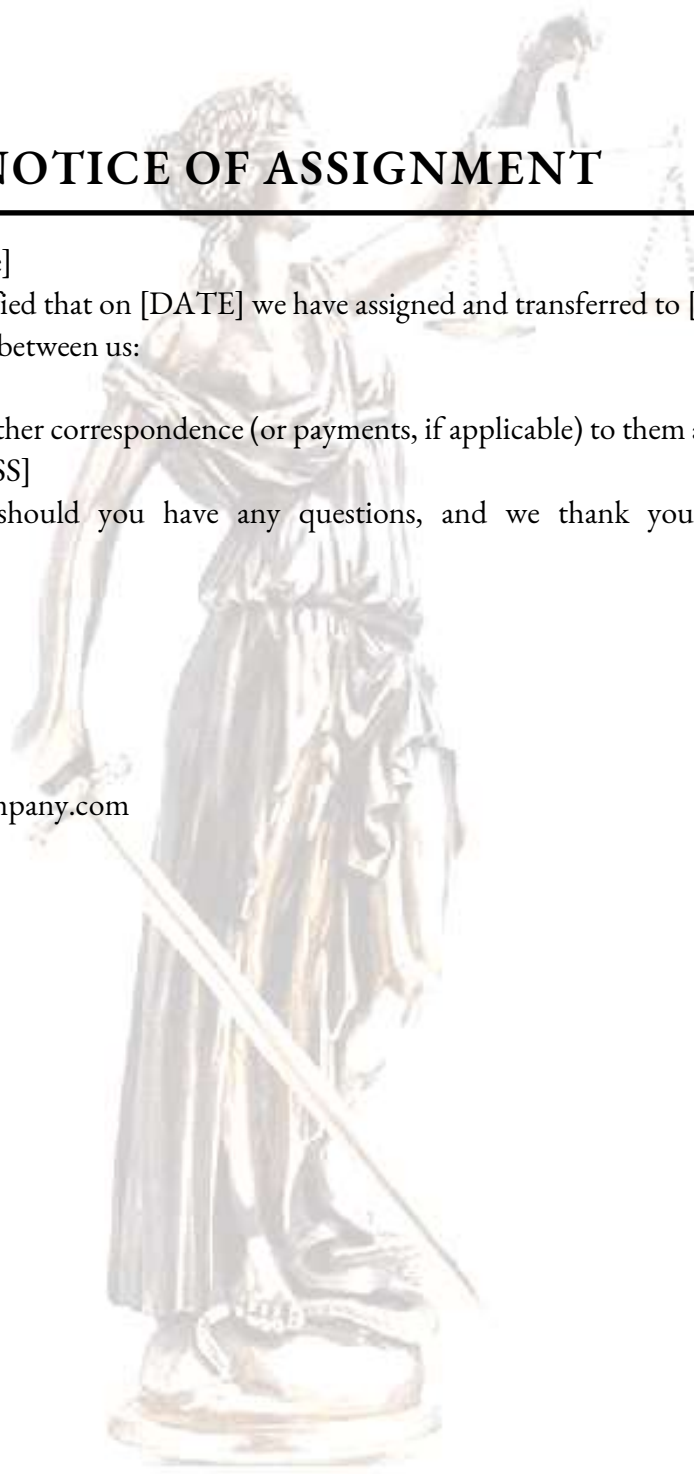
Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



THE EMPLOYMENT

NATURE OF EMPLOYMENT

Employment with [COMPANY NAME] is voluntarily entered into, and the employee is free to resign at any time, with or without cause. Similarly, [COMPANY NAME] may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or provincial law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between [COMPANY NAME] and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at [COMPANY NAME] sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the [NAME OF THE EXECUTIVE GROUP OR TITLE AND NAME OF THE PERSON RESPONSIBLE].

2.2 EMPLOYEE RELATIONS

[COMPANY NAME] believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that [COMPANY NAME] amply demonstrates its commitment to employees by responding effectively to employee concerns.

In an effort to protect and maintain direct employer/employee communications, we will do anything we can to protect the right of employees to speak for themselves.

2.3 EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at [COMPANY NAME] will be based on merit, qualifications, and abilities. [COMPANY NAME] does not discriminate in employment opportunities or practices based on race, color, religion, sex, national origin, age, or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the [HUMAN RESOURCES DEPARTMENT OR OTHER]. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.4 BUSINESS ETHICS AND CONDUCT

The successful business operation and reputation of [COMPANY NAME] is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of [COMPANY NAME] is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to [COMPANY NAME], its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

[COMPANY NAME] will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the President, [NAME], for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every [COMPANY NAME] employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

2.5 PERSONAL RELATIONSHIPS IN THE WORKPLACE

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

Although [COMPANY NAME] has no prohibition against employing relatives of current employees or individuals involved in a dating relationship with current employees, we are committed to monitoring situations in which such relationships exist in the same area. In case of actual or potential problems, [COMPANY NAME] will take prompt action, and this can include reassignment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

2.6 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which [COMPANY NAME] wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the President for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of [COMPANY NAME]. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative because of [COMPANY NAME] business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of [COMPANY NAME] as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which [COMPANY NAME] does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving [COMPANY NAME].

2.7 OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with [COMPANY NAME]. All employees will be judged by the same performance standards and will be subject to [COMPANY NAME] scheduling demands, regardless of any existing outside work requirements.

If [COMPANY NAME] determines that an employee's outside work interferes with performance or the ability to meet the requirements of [COMPANY NAME] as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with [COMPANY NAME].

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside [COMPANY NAME] for materials produced or services rendered while performing their jobs.

2.8 NON-DISCLOSURE

The protection of confidential business information and trade secrets is vital to the interests and the success of [COMPANY NAME]. Such confidential information includes, but is not limited to, the following examples:

- * compensation data
- * Computer processes
- * Computer programs and codes
- * Customer lists
- * Customer preferences
- * financial information
- * Labor relations strategies
- * Marketing strategies
- * New materials research
- * Pending projects and proposals
- * Proprietary production processes
- * Research and development strategies
- * Scientific data
- * Scientific formulae
- * scientific prototypes
- * Technological data
- * Technological prototypes

All employees are required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

2.9 DISABILITY ACCOMMODATION

[COMPANY NAME] is ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Upon request, job applications are available in alternative, accessible formats, as is assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

[COMPANY NAME] is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. [COMPANY NAME] will follow any provincial or local law that provides individuals with disabilities greater protection.

This policy is neither exhaustive nor exclusive. [COMPANY NAME] is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with all applicable federal, provincial, and local laws.

2.10 JOB POSTING AND EMPLOYEE REFERRALS

[COMPANY NAME] provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although [COMPANY NAME] reserves its discretionary right to not post a particular opening.

Job openings will be posted on the employee bulletin board and/or in the e-mail system, and normally remain open for 15 days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have performed competently for at least 90 calendar days in their current position. Employees who have a written warning on file, or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

To apply for an open position, employees should submit a job posting application to the [HUMAN RESOURCES DEPARTMENT OR OTHER] listing job-related skills and accomplishments. It should also describe how their current experience with [COMPANY NAME] and prior work experience and/or education qualifies them for the position.

[COMPANY NAME] recognizes the benefit of developmental experiences and encourages employees to talk with their supervisors about their career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the organization.

An applicant's supervisor may be contacted to verify performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer may also be discussed.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the organization.

[COMPANY NAME] also encourages employees to identify friends or acquaintances that are interested in employment opportunities and refer qualified outside applicants for posted jobs. Employees should obtain permission from the individual before making a referral, share their knowledge of the organization, and not make commitments or oral promises of employment.

An employee should submit the referral's resume and/or completed application form to the [HUMAN RESOURCES DEPARTMENT OR OTHER] for a posted job. If the referral is interviewed, the referring employee will be notified of the initial interview and the final selection decision.

3. EMPLOYMENT STATUS AND RECORDS

3.1 EMPLOYMENT CATEGORIES

It is the intent of [COMPANY NAME] to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and provincial wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and provincial laws. EXEMPT employees are excluded from specific provisions of federal and provincial wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by [COMPANY NAME] management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or probation status and who are regularly scheduled to work [COMPANY NAME] full-time schedule. Generally, they are eligible for [COMPANY NAME] benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or probation status and who are regularly scheduled to work less than 28 hours per week. While they do receive all legally mandated benefits (such as Social Security and unemployment insurance), they are ineligible for all of [COMPANY NAME] other benefit programs.

PROBATION is those whose performance is being evaluated to determine whether further employment in a specific position or with [COMPANY NAME] is appropriate. Employees who satisfactorily complete the probation period will be notified of their new employment classification.

CONTRACTUAL employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as CSST and unemployment insurance), they are ineligible for all of [COMPANY NAME] other benefit programs.

CASUAL employees are those who have established an employment relationship with [COMPANY NAME] but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as CSST and unemployment insurance), they are ineligible for all of [COMPANY NAME] other benefit programs.

3.2 ACCESS TO PERSONNEL FILES

[COMPANY NAME] maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of [COMPANY NAME], and access to the information they contain is restricted. Generally, only supervisors and management personnel of [COMPANY NAME] who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the [HUMAN RESOURCES DEPARTMENT OR OTHER]. With reasonable advance notice, employees may review their own personnel files in [COMPANY NAME] offices and in the presence of an individual appointed by [COMPANY NAME] to maintain the files.

3.3 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify [COMPANY NAME] of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the [HUMAN RESOURCES DEPARTMENT OR OTHER].

3.4 PROBATION PERIOD

The probation period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. [COMPANY NAME] uses this period to evaluate employee capabilities, work habits, and overall performance.

All new and rehired employees work on a probation basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend the probation period by the length of the absence. If [COMPANY NAME] determines that the designated probation period does not allow sufficient time to thoroughly evaluate the employee's performance, the probation period may be extended for a specified period.

Upon satisfactory completion of the probation period, employees enter the "regular" employment classification.

During the probation period, new employees are eligible for those benefits that are required by law, such as unemployment insurance and Social Security. After becoming regular employees, they may also be eligible for other [COMPANY NAME]-provided benefits, subject to the terms and conditions of each

benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

3.5 EMPLOYMENT APPLICATIONS

[COMPANY NAME] relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

3.6 PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

After the employee has completed his probation period of 3 months, the immediate supervisor evaluates the performance of the employee and makes necessary adjustments if necessary.

The annual salary review of all employees is based on performance and is evaluated beginning the month of [MONTH] and effective [MONTH] [DAY] of the current year.

3.7 JOB DESCRIPTIONS

[COMPANY NAME] makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a supervisory responsibilities section, a qualifications section (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required), a physical demands section, and a work environment section.

[COMPANY NAME] maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

The [HUMAN RESOURCES DEPARTMENT OR OTHER] and the hiring manager prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the [HUMAN RESOURCES DEPARTMENT OR OTHER] if you have any questions or concerns about your job description.

3.8 SALARY ADMINISTRATION

The salary administration program at [COMPANY NAME] was created to achieve consistent pay practices, comply with federal and provincial laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, [COMPANY NAME] is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Compensation for every position is determined by several factors, including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. [COMPANY NAME] periodically reviews its salary administration program and restructures it as necessary. Merit-based pay adjustments may be awarded in conjunction with superior employee performance documented by the performance evaluation process. Incentive bonuses may be awarded depending on the overall profitability of [COMPANY NAME] and based on each employee's individual contributions to the organization.

Employees should bring their pay-related questions or concerns to the attention of their immediate supervisors, who are responsible for the fair administration of departmental pay practices. The accounting department is also available to answer specific questions about the salary administration program.

4. EMPLOYEE BENEFIT PROGRAMS

4.1 EMPLOYEE BENEFITS

Eligible employees at [COMPANY NAME] are provided a wide range of benefits. A number of the programs (such as unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

Eligible employees are provided with the following benefits (see the [NAME OF YOUR GROUP INSURANCE COMPANY] benefits program handbook):

- * Medical Insurance
- * Life Insurance
- * Long-Term Disability

The [NAME OF YOUR GROUP INSURANCE COMPANY] benefit programs require contributions from the employee of [PERCENT] % of the applicable premiums.

4.2 VACATION BENEFITS

Paid annual vacation is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. All employees are eligible to earn and use vacation time as described in this policy:

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

- Upon initial eligibility, the employee is entitled to a maximum of [NUMBER] vacation days each year or one vacation day per month of service to a maximum of [NUMBER] days, if the employee has less than 1 year of service as of the end of the reference period, which is calculated from [FROM DATE] to [TO DATE].
- After [NUMBER] years of eligible service, the employee is entitled to [NUMBER] vacation days each year.
- After [NUMBER] years of eligible service, the employee is entitled to [NUMBER] vacation days each year.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. However, before vacation time can be used, a waiting period of 90 calendar

days must be completed. After that time, employees can request use of earned vacation time including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's pay rate at the time of vacation. It includes overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. It does not include Christmas bonuses or gifts.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the reference period, the balance of unused vacation [WILL OR WILL NOT] be paid out to the employee.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

4.3 HOLIDAYS

[COMPANY NAME] will grant holiday time off to all employees on the holidays listed below:

- [LIST YOUR COUNTRY HOLIDAYS]

[COMPANY NAME] will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- All employees who have worked a minimum of 60 days.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A statutory holiday that falls on a Saturday will be observed on the preceding Friday or in the case it falls on a Sunday will be observed on the following Monday.

If a statutory holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

4.4 WORKERS INSURANCE

[COMPANY NAME] provides [BASIC EMPLOYMENT INSURANCE] insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither [COMPANY NAME] nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by [COMPANY NAME].

4.5 SICK LEAVE BENEFITS

[COMPANY NAME] provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

* Regular full-time employees

Eligible employees will accrue on a pro-rated basis sick leave benefits at the rate of 5 days per year. Sick leave benefits are calculated based on a "calendar year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in minimum increments of one half-day. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury, or that of a child, parent, or spouse of the employee.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on

each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may need to be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as [BASIC EMPLOYMENT INSURANCE]. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from provincial disability insurance, workers' compensation or [COMPANY NAME]-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will be paid to the active employees at the end of the calendar year. Employees who quit or that are terminated are not entitled to be paid any unused sick days upon termination of employment.

4.6 BEREAVEMENT LEAVE

Employees who require taking time off due to the death of an immediate family member should notify their supervisor immediately.

Paid bereavement leave will be provided to employees having worked 60 calendar days for [COMPANY NAME]:

- a) Five (5) working days in the case of the death of an employee's spouse, child or the employee's spouse's child.
- b) Three (3) working days in the case of the death of an employee's father, mother, sister or brother.
- c) One (1) working day in the case of the death of an employee's grandfather, grandmother, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandson, grand-daughter (except the uncle, the aunt, the brother-in-law, the sister-in-law, the grandfather, the grandmother, the nephew and the niece of the spouse).

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. The employees on leave without balance, of maternity, disease, in preventive withdrawal, parental leave, will not be able to prevail themselves of this benefit.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

4.7 RELOCATION BENEFITS

When [COMPANY NAME] asks employees to relocate to a new area, certain relocation benefits may be provided to facilitate the transition. Relocation may be available to any eligible transferred employee who must relocate in order to reside within 45 miles of the new place of work. For specific information regarding the terms and extent of relocation benefits, discuss with your immediate supervisor.

Employees must request relocation assistance for specific items in advance of the date the expenses are incurred. [COMPANY NAME] will reimburse expenses only if the employee has received advance approval, incurs reasonable expenses, and submits satisfactory proof of the expense within 30 calendar days of the date the expense was incurred.

[COMPANY NAME] extends these relocation benefits in an effort to contribute to the success of every employee's relocation. However, if an employee separates from [COMPANY NAME] service within one year of the relocation, the amount of the relocation reimbursement will be considered only a loan. Accordingly, the employee will be asked to reimburse all relocation expense.

4.8 EDUCATIONAL ASSISTANCE

[COMPANY NAME] recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within [COMPANY NAME].

[COMPANY NAME] will provide educational assistance to all eligible employees immediately upon assignment to an eligible employment classification. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Only Regular full-time employees are eligible for educational assistance.

Employees should contact their immediate supervisor or the [HUMAN RESOURCES DEPARTMENT OR OTHER] for more information or questions about educational assistance.

While educational assistance is expected to enhance employees' performance and professional abilities, [COMPANY NAME] cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.



4.9 HEALTH INSURANCE

[COMPANYNAME] health insurance plan provides employees and their dependents access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between [COMPANY NAME] and the insurance carrier.

Details of the health insurance plan are described in the [NAME OF YOUR GROUP INSURANCE COMPANY] provided at the end of this document. Information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the [HUMAN RESOURCES DEPARTMENT OR OTHER] for more information about health insurance benefits.

4.10 LIFE INSURANCE

Life insurance offers you and your family important financial protection. [COMPANY NAME] provides a basic life insurance plan for eligible employees.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

Employees in the following employment classifications are eligible to participate in the life insurance plan:

- Regular full-time employees

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between [COMPANY NAME] and the insurance carrier. Details of the basic life insurance plan including benefit amounts are described in the [NAME OF YOUR GROUP INSURANCE COMPANY] guide provided to eligible employees. Contact the [HUMAN RESOURCES DEPARTMENT OR OTHER] for more information about life insurance benefits.

4.11 LONG-TERM DISABILITY

[COMPANY NAME] provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Employees in the following employment classifications are eligible to participate in the LTD plan:

- Regular full-time employees

Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between [COMPANY NAME] and the insurance carrier NAME OF YOUR GROUP INSURANCE COMPANY].

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the [NAME OF YOUR GROUP INSURANCE COMPANY] provided to eligible employees. Contact the [HUMAN RESOURCES DEPARTMENT OR OTHER] for more information about LTD benefits.

4.12 MARRIAGE, MATERNITY AND PARENTAL LEAVE

A. MARRIAGE

One (1) paid working day off is allowed for the marriage of the employee or one of his children. An employee may take one (1) day leave of absence for the marriage of a parent, brother, sister or child of joint sound.

B.

C. MATERNITY LEAVE ADMISSIBILITY

- **The employee is entitled to a maternity leave according to:**

Current Government legislation entitles employees to a combined Maternity/Parental leave, without pay, of up to 52 weeks. However, during this leave of absence, employees may be eligible to receive [EMPLOYEMENT INSURANCE] benefits in accordance with [EMPLOYEMENT INSURANCE] eligibility rules. Employees that wish to benefit from Parental Leave only are entitled to a leave of absence, without pay, of up to 37 weeks.

- **Notice:**
- a) The employee must provide in writing to the company, at least three weeks in advance the date of the beginning of her maternity leave and the date envisaged of her return to work. A medical certificate attesting of the date envisaged of the birth must accompany the notice.

- b) The notice can be less than 3 weeks if the medical certificate attests need for the employee to cease working within a less time. If physical dangers are possible, the employee will be assigned to other tasks while preserving the rights and preferences connected to her regular position.

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• **Complications:**

- If the employee or the child suffers from complications preventing the return to work at the end of the maternity leave, the employee will have to forward a medical certificate to the company. The employee will be entitled to a prolongation of her maternity leave, which can reach a 52 weeks maximum including the parental leave.

Return to work:

- a) The employee must provide in writing to management the expected date of her return to work and this, three (3) weeks before returning from his maternity leave or parental.
- b) The employee who does not present himself to work five (5) days after the expiration of his maternity leave or parental leave may be known to have resigned.
- c) The direction can require of the employee who returns to work two (2) weeks after her childbirth, the production of a medical certificate attesting of its sufficient re-establishment to resume work.
- d) At the end of its maternity leave, or parental leave not exceeding 12 weeks, the employee will be reinstalled in her regular function and it will be entitled to all the advantages of which it would have profited if she had remained with work.
- e) If the regular job of the employee does not exist any more on her return, the direction will recognize all the rights and preferences that she would have profited at the time from disappearance of her job if she had then been with work.

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• **Miscarriage:**

- a) In the event of miscarriage, the employee as soon as possible must deliver to the direction a notice accompanied by a medical certificate attesting of the miscarriage or the urgency.
- b) When a danger of miscarriage requires a stop of work, the employee is entitled to a special maternity leave of the duration prescribed by the medical certificate, which attests existing danger.
- c) When occurs a miscarriage before the beginning of the twentieth (20th) week preceding the date envisaged of the childbirth, the employee is entitled to a sick leave.
- d) If an employee is confined of a child dead-born after the twentieth (20th) week preceding the date envisaged of the birth, she is entitled to the maternity leave of eighteen (18) weeks.

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• **Special maternity leave:**

- When there is a danger of miscarriage, or a danger to the health of the mother or of the child to come caused by pregnancy and requiring a stop of work, the employee is entitled to a special

maternity leave of the duration prescribed by the medical certificate which attests existing danger and which indicates the date envisaged of the childbirth.

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- **Preventive withdrawal:**

When there is a danger of miscarriage, or a danger to the health of the mother or the child to come caused by the working conditions, the employee must ask to be assigned to tasks not involving such dangers. If the direction cannot offer other tasks, the employee can then make the request for a preventive withdrawal. The maternity leave will then begin at the date envisaged from the childbirth.

D.

E. BIRTH OF A CHILD OR ADOPTION

- Two (2) paid working days off during the birth of the employee's child or of the adoption of a child (leave of paternity) other than those of joint sound. Moreover, the employee can prevail himself of a leave without balance of three (3) days. This leave can be split but must be taken in the 15 following days of the arrival of the child at the house.

5. TIMEKEEPING / PAYROLL

5.1 TIMEKEEPING

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state/provincial laws require [COMPANY NAME] to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

5.2 PAYDAYS

All employees are paid [PAY FREQUENCY] on every other [DAY OF THE WEEK]. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to [COMPANY NAME]. Employees will receive an itemized statement of wages when [COMPANY NAME] makes direct deposits.

5.3 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization.
- Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

5.4 ADMINISTRATIVE PAY CORRECTIONS

[COMPANY NAME] takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error for pay, the employee should promptly bring the discrepancy to the attention of the [CONTROLLER OR OTHER] so that corrections can be made as quickly as possible.

6. WORK CONDITIONS AND HOURS

6.1 WORK SCHEDULES

The normal work schedule for all employees is 8 hours a day, Monday to Friday. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor involved. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

6.2 USE OF PHONE AND MAIL SYSTEMS

Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse [COMPANY NAME] for any charges resulting from their personal use of the telephone.

The use of [COMPANY NAME]-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use an approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

6.3 SMOKING

In keeping with [COMPANY NAME] intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. This policy applies equally to all employees, customers, and visitors.

6.4 MEAL PERIODS

All employees are provided with one meal period of 60 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

6.5 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and provincial wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

6.6 USE OF EQUIPMENT

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

6.7 EMERGENCY CLOSING

At times, emergencies such as severe weather, fires or power failures, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with supervisory approval, employees may use available paid leave time, such as unused vacation benefits.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

6.8 BUSINESS TRAVEL EXPENSES

[COMPANY NAME] will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the immediate supervisor.

Employees whose travel plans have been approved should make all travel arrangements through [COMPANY NAME] travel department. When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by [COMPANY NAME]. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.

- Car rental fees, only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi fares, only when there is no less expensive alternative.
- Mileage costs for use of personal cars, only when less expensive transportation is not available.
- Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- Cost of meals, no more lavish than would be eaten at the employee's own expense.
- Tips, not exceeding 15% of the total cost of a meal or 10% of a taxi fare.
- Charges for telephone calls, fax, and similar services required for business purposes.
- Charges for one personal telephone call each day.
- Charges for laundry and valet services, only on trips of five or more days. (Personal entertainment and personal care items are not reimbursed.)

Employees are encouraged to use their cellular telephone or calling cards when traveling, as hotel charges are excessive.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by [COMPANY NAME] may not be used for personal use without prior approval.

Cash advances of \$250.00/day to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed.

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

6.9 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at [COMPANY NAME], only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter [COMPANY NAME] at the reception area. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on [COMPANY NAME] premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

6.10 COMPUTER AND E-MAIL USAGE

Computers, computer files, the e-mail system, and software furnished to employees are [COMPANY NAME] property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

[COMPANY NAME] strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, [COMPANY NAME] prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

6.11 INTERNET USAGE

Internet access to global electronic information resources on the World Wide Web is provided by [COMPANY NAME] to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of [COMPANY NAME] and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of [COMPANY NAME]. As such, [COMPANY NAME] reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a rule, if an employee did not create the material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by [COMPANY NAME] in violation of law or [COMPANY NAME] policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials

- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

6.12 WORKPLACE MONITORING

Workplace monitoring may be conducted by [COMPANY NAME] to ensure quality control, employee safety, security, and customer satisfaction.

Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of [COMPANY NAME] as well as their satisfaction with our service.

Computers furnished to employees are the property of [COMPANY NAME]. As such, computer usage and files may be monitored or accessed.

Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason to protect confidentiality or an ongoing investigation.

Because [COMPANY NAME] is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

6.13 WORKPLACE VIOLENCE PREVENTION

[COMPANY NAME] is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, [COMPANY NAME] has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, provincial, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

[COMPANY NAME] will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, [COMPANY NAME] may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

[COMPANY NAME] encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the [HUMAN RESOURCES DEPARTMENT OR OTHER] before the situation escalates into potential violence. [COMPANY NAME] is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

7. EMPLOYEE CONDUCT & DISCIPLINARY ACTION

7.1 EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, [COMPANY NAME] expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

7.2 SEXUAL AND OTHER UNLAWFUL HARASSMENT

[COMPANY NAME] is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.

- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words, or suggestive or obscene letters or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- (2) submission or rejection of the conduct is used as a basis for making employment decisions; or,
- (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the [HUMAN RESOURCES DEPARTMENT OR OTHER] or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the [HUMAN RESOURCES DEPARTMENT OR OTHER] or any member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

7.3 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, [COMPANY NAME] expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on [COMPANY NAME]. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as

possible in advance of the anticipated tardiness or absence. *Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.*

7.4 PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image [COMPANY NAME] presents to customers and visitors.

During business hours or when representing [COMPANY NAME], you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Jeans, bermudas, t-shirt, and shorts do not present appropriate professional attire.
- Unnaturally colored hair and extreme hairstyles, such as spiked hair and shaved heads, do not present an appropriate professional appearance.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- Multiple ear piercings (more than one ring in each ear) are not professionally appropriate and must not be worn during business hours.
- Visible excessive tattoos and similar body art must be covered during business hours.

7.5 RETURN OF PROPERTY

Employees are responsible for all [COMPANY NAME] property, materials, or written information issued to them or in their possession or control. Employees must return all [COMPANY NAME] property immediately upon request or upon termination of employment. Where permitted by applicable laws, [COMPANY NAME] may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. [COMPANY NAME] may also take all action deemed appropriate to recover or protect its property.

7.6 RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with [COMPANY NAME]. Although advance notice is not required, [COMPANY NAME] requests at least 2 weeks' written notice of resignation from employees.

Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

7.7 SECURITY INSPECTIONS

[COMPANY NAME] wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, [COMPANY NAME] prohibits the possession, transfer, sale, or use of such materials on its premises. [COMPANY NAME] requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of [COMPANY NAME]. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of [COMPANY NAME] at any time, either with or without prior notice.

7.8 PROGRESSIVE DISCIPLINE

The purpose of this policy is to state [COMPANY NAME] position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced comes from good leadership and fair supervision at all employment levels.

[COMPANY NAME] own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with [COMPANY NAME] is based on mutual consent and both the employee and [COMPANY NAME] have the right to terminate employment at will, with or without cause or advance notice, [COMPANY NAME] may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps – verbal warning, written warning, suspension with or without pay, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

[COMPANY NAME] recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and [COMPANY NAME].

7.9 PROBLEM RESOLUTION

[COMPANY NAME] is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from [COMPANY NAME] supervisors and management.

[COMPANY NAME] strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with [COMPANY NAME] in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. 1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to [HUMAN RESOURCES DEPARTMENT OR OTHER] or any other member of management.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to [HUMAN RESOURCES DEPARTMENT OR OTHER] if problem is unresolved.
4. [HUMAN RESOURCES DEPARTMENT OR OTHER] counsels and advises employee, assists in putting problem in writing and visits with employee's manager(s), if necessary.
5. Employee presents problem to the President in writing.
6. The President reviews and considers problem. The President informs employee of decision and forwards copy of written response to [HUMAN RESOURCES DEPARTMENT OR OTHER] for employee's file. The President has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

7.10 WORKPLACE ETIQUETTE

[COMPANY NAME] strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker to bring the perceived problem to his or her attention. In most cases, common sense will dictate an appropriate resolution. [COMPANY NAME] encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

The following workplace etiquette guidelines are not necessarily intended to be hard and fast work rules with disciplinary consequences. They are simply suggestions for appropriate workplace behavior to help everyone be more conscientious and considerate of co-workers and the work environment. Please contact the [HUMAN RESOURCES DEPARTMENT OR OTHER] if you have comments, concerns, or suggestions regarding these workplace etiquette guidelines.

- Return copy machine and printer settings to their default settings after changing them.
- Replace paper in the copy machine and printer paper trays when they are empty.
- Retrieve print jobs in a timely manner and be sure to collect all your pages.
- Be prompt when using the manual feed on the printer.
- Keep the area around the copy machine and printers orderly and picked up.
- Be careful not to take or discard others' print jobs or faxes when collecting your own.
- Avoid public accusations or criticisms of other employees. Address such issues privately with those involved or your supervisor.
- Try to minimize unscheduled interruptions of other employees while they are working.
- Communicate by e-mail or phone whenever possible, instead of walking unexpectedly into someone's office or workspace.
- Be conscious of how your voice travels, and try to lower the volume of your voice when talking on the phone or to others in open areas.
- Keep socializing to a minimum, and try to conduct conversations in areas where the noise will not be distracting to others.
- Minimize talking between workspaces or over cubicle walls. Instead, conduct conversations with others in their workspace.

- Try not to block walkways while carrying on conversations.
- Refrain from using inappropriate language (swearing) that others may overhear.
- Monitor the volume when listening to music, voice mail, or a speakerphone that others can hear.
- Clean up after yourself and do not leave behind waste or discarded papers.

7.11 SUGGESTION PROGRAM

As employees of [COMPANY NAME], you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas.

All employees are eligible to participate in the suggestion program.

A suggestion is an idea that will benefit [COMPANY NAME] by solving a problem, reducing costs, improving operations or procedures, enhancing customer service, eliminating waste or spoilage, or making [COMPANY NAME] a better or safer place to work. Statements of problems without accompanying solutions, or recommendations concerning co-workers and management are not appropriate suggestions.

All suggestions should contain a description of the problem or condition to be improved, a detailed explanation of the solution or improvement, and the reasons why it should be implemented. If you have questions or need advice about your idea, contact your supervisor for help.

Submit suggestions to the President and, after review, they will be forwarded to the Direction. As soon as possible, you will be notified of the adoption or rejection of your suggestion.

Special recognition may be given to employees who submit a suggestion that is implemented.

IF YOU HAVE ANY COMMENTS OR SUGGESTIONS REGARDING THE CONTENT OF THE EMPLOYEE HANDBOOK, PLEASE DIRECT THEM TO [HUMAN RESOURCES DEPARTMENT OR OTHER].

WISHING YOU A LONG AND REWARDING CAREER AT [COMPANY NAME]!

EMPLOYMENT AT WILL POLICY

We have today a rapidly changing work environment. Both companies and workers are changing directions faster than ever. In order to remain competitive there is a greater than ever need for flexibility and managerial discretion. “At will” employment, which has been “the law of the land” for over a century, provides the flexibility and discretion we deem necessary for the benefit of everyone at this company.

Your employment with the company is “at will.” This means that your employment may be terminated at any time, with or without notice, for any reason, with or without cause. Likewise, you may terminate your employment at any time, with or without notice, for any reason, with or without cause. As you can see, “at-will” employment is a two-way street. Nothing in the employee handbook or any other company document should be understood as creating guaranteed or continued employment, termination “for cause”, or of any other guaranteed or continued benefits. Only the President has the authority to make promises with regard to guaranteed or continued employment and any such promises are only effective if placed in writing and signed by the President.

I acknowledge and understand the “at will” nature of my relationship with the Company.

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

• _____

Print Name and Title

Print Name and Title

1. FULL-TIME EMPLOYEE

The purpose of funeral leave is to provide you with time to attend the funeral of a member of your family and to handle personal affairs without disrupting your income. Only permanent full-time employees are eligible for funeral leave benefits, and the benefits become effective after you complete your training and adjustment period.

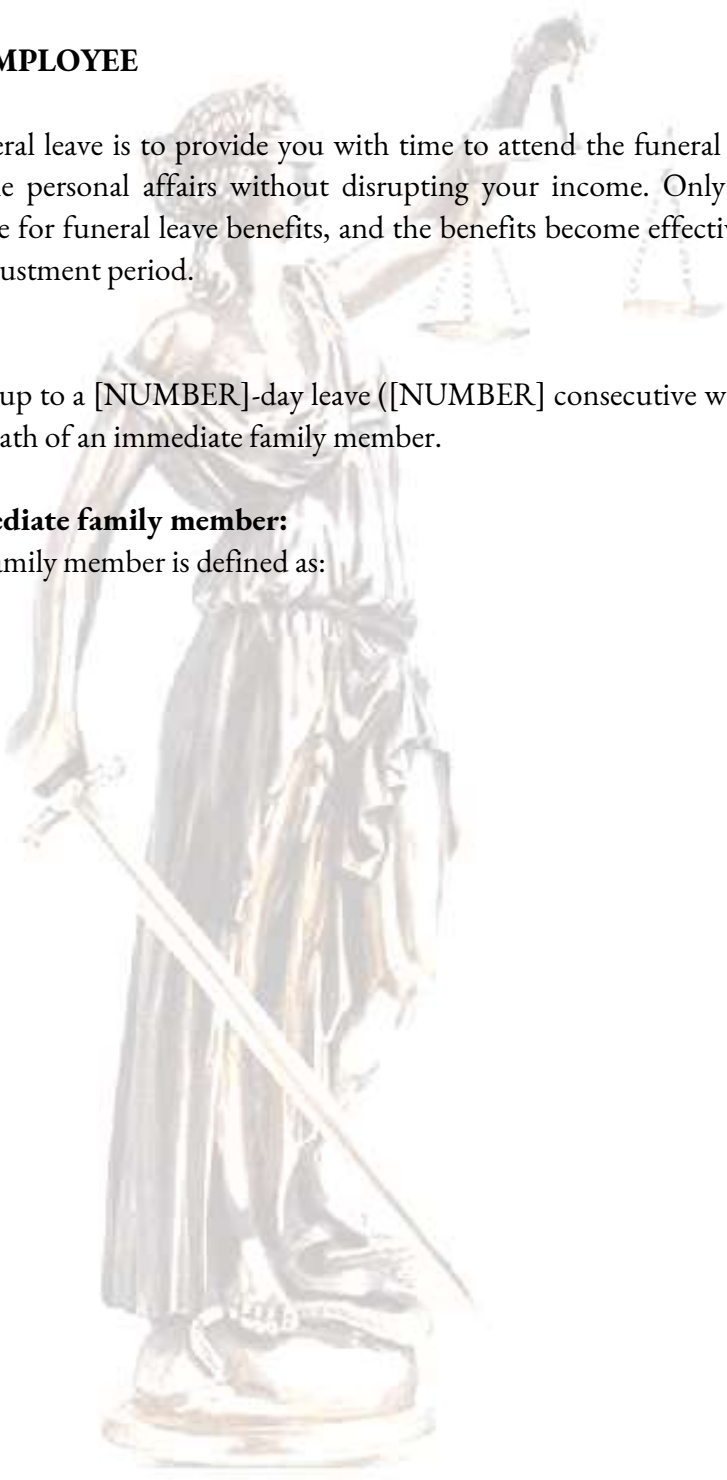
Time allowed:

You may be granted up to a [NUMBER]-day leave ([NUMBER] consecutive working days) with pay in the event of the death of an immediate family member.

Definition of immediate family member:

the term immediate family member is defined as:

- Brother
- Child
- Father
- Father-in-law
- Husband
- Mother
- Mother-in-law
- Sister
- Stepbrother
- Stepchild
- Stepfather
- Stepmother
- Stepsister
- Wife



Funeral pay:

Your funeral leave pay will be figured at your regular rate of pay.

Leave without pay:

If you are not eligible for funeral leave with pay, you may be given time off without pay in case of a death in the family. Time off without pay may be arranged to attend the funeral of a close friend. Each day off will be counted as an absence without pay.

Forfeiture:

You forfeit your rights to funeral leave benefits if you terminate employment before returning to your assigned position to work at least one workday after you have used funeral leave benefits.

When you are granted funeral leave benefits, it is mandatory that you attend the funeral of the relative for whom such funeral leave was requested. We reserve the right to ask you to supply the name and relationship of the deceased and the name of the funeral home that handled the arrangements.

2. HOURLY EMPLOYEES

All hourly employees, subject to the conditions below, will receive funeral leave in the event of a death in their immediate family. The employee will be compensated for his scheduled work hours from which he is absent due to the funeral leave, not exceeding eight hours each day, at his regular basic straight time hourly rate.

The following points will be considered in determining whether an employee will receive pay for funeral leave:

- Employee has to have been continuously employed for [NUMBER] days prior to the death of someone in his immediate family.
- Immediate family is defined as spouse, child, parent, brother, or sister of the employee.
- Funeral leave will be granted from work for three consecutive days, including the day of the funeral, but limited to one day following day of funeral.
- The funeral allowance will be paid only for scheduled work time lost and will not be counted in computing overtime.
- No funeral allowance will be paid unless the employee gives reasonable prior notice of his intended absence from scheduled work and the time and date he intends to return to work.
- No funeral allowance will be paid if the employee does not attend the funeral.
- Promptly upon return to work, the employee must apply for the funeral allowance. Proof of relationship to the deceased may be required.



GENERAL SAFETY POLICY

1. Safety – General Policy

Providing safe working conditions and maintaining continuity of employment is of continual concern. In this regard, it is important that adequate policies and procedures be developed and adhered to in order to ensure safe, efficient operating conditions, thereby safeguarding employees and facilities.

The Company will not knowingly permit unsafe conditions to exist, nor will it permit employees to indulge in unsafe acts. Violations of Company rules and regulations will result in disciplinary action.

The Company believes that the safety of employees and physical property can best be ensured by a meaningful program.

a. Employee

Since the employee on the job is frequently more aware of unsafe conditions than anyone else, employees are encouraged to make recommendations, suggestions, and criticisms of unsafe conditions to their immediate supervisor so that they may be corrected.

b. Supervisors

Supervisors are responsible for the working conditions within their department and the plant generally. A supervisor should remain alert at all times to dangerous and unsafe conditions, so that he/she may recommend corrective action, discipline employees who habitually create or indulge in unsafe practices, assess new or changed situations for inherent dangers, and follow up on employee suggestions for corrective action so that unsafe conditions are not instituted or permitted to exist.

2. Safety Committee Meetings

Company operates in accordance with [CODE] guidelines and as such encourages the employee's involvement in company-wide safety committee meetings to be held quarterly. The committee will specify procedures and actions to be taken in the event of fires, security and other emergencies. Decisions and recommendations will be communicated via the departmental team meetings.

3. Injuries

All employees are required to immediately report all occupational illnesses or injuries to your supervisor, no matter how minor, and complete an occupational illness or injury form.



GENERAL SAFETY RULES

GENERAL SAFETY RULES

Your safety is the constant concern of this company. Every precaution has been taken to provide a safe workplace. [Name or title of the person in charge of safety] makes regular inspections and holds regular safety meetings. [He or she] also meets with management to plan and implement further improvements in our safety program. Common sense and personal interest in safety are still the greatest guarantees of your safety at work, on the road, and at home. We take your safety seriously and any willful or habitual violation of safety rules will be considered cause for dismissal. [Your company] is sincerely concerned for the health and well being of each member of the team.

The cooperation of every employee is necessary to make this company a safe place in which to work. Help yourself and others by reporting unsafe conditions or hazards immediately to your supervisor or to a member of the safety committee. Give earnest consideration to the rules of safety presented to you by poster signs, discussions with your supervisor, posted department rules, and regulations published in the safety booklet. Begin right by always thinking of safety as you perform your job, or as you learn a new one.

1. Accident reporting

Any injury at work – no matter how small – must be reported immediately to your supervisor and receive first aid attention. Serious conditions often arise from small injuries if they are not cared for at once.

2. Specific safety rules and guidelines

To ensure your safety, and that of your coworkers, please observe and obey the following rules and guidelines:

- Observe and practice the safety procedures established for the job.

- In case of sickness or injury, no matter how slight, report at once to your supervisor. In no case should an employee treat his own or someone else's injuries or attempt to remove foreign particles from the eye.
- In case of injury resulting in possible fracture to legs, back, or neck, or any accident resulting in an unconscious condition, or a severe head injury, the employee is not to be moved until medical attention has been given by authorized personnel.
- Do not wear loose clothing or jewelry around machinery. It may catch on moving equipment and cause a serious injury.
- Never distract the attention of another employee, as you might cause him or her to be injured. If necessary to get the attention of another employee, wait until it can be done safely.
- Where required, you must wear protective equipment, such as goggles, safety glasses, masks, gloves, hair nets, etc.
- Safety equipment such as restraints, pull backs, and two-hand devices are designed for your protection. Be sure such equipment is adjusted for you.
- Pile materials, skids, bins, boxes, or other equipment so as not to block aisles, exits, fire fighting equipment, electric lighting or power panel, valves, etc. **FIRE DOORS AND AISLES MUST BE KEPT CLEAR.**
- Keep your work area clean.
- Use compressed air only for the job for which it is intended. Do not clean your clothes with it and do not fool with it.
- Observe smoking regulations.
- Shut down your machine before cleaning, repairing, or leaving.
- Tow motors and lift trucks will be operated only by authorized personnel. Walk-type lift trucks will not be ridden and no one but the operator is permitted to ride the tow motors. Do not exceed a speed that is safe for existing conditions.
- Running and horseplay are strictly forbidden.
- Do not block access to fire extinguishers.
- Do not tamper with electric controls or switches.
- Do not operate machines or equipment until you have been properly instructed and authorized to do so by your supervisor.
- Do not engage in such other practices as may be inconsistent with ordinary and reasonable common sense safety rules.
- Report any UNSAFE condition or acts to your supervisor.
- HELP TO PREVENT ACCIDENTS.**
- Use designated passages when moving from one place to another; never take hazardous shortcuts.
- Lift properly—use your legs, not your back. For heavier loads, ask for assistance.
- Do not adjust, clean, or oil moving machinery.
- Keep machine guards in their intended place.
- Do not throw objects.

- Clean up spilled liquid, oil, or grease immediately.
- Wear hard sole shoes and appropriate clothing. Shorts or mini dresses are not permitted.
- Place trash and paper in proper containers and not in cans provided for cigarette butts.

3. Safety checklist

It's every employee's responsibility to be on the lookout for possible hazards. If you spot one of the conditions on the following list – or any other possible hazardous situation – report it to your supervisor immediately.

- Slippery floors and walkways
- Tripping hazards, such as hose links, piping, etc.
- Missing (or inoperative) entrance and exit signs and lighting
- Poorly lighted stairs
- Loose handrails or guard rails
- Loose or broken windows
- Dangerously piled supplies or equipment
- Open or broken windows
- Unlocked doors and gates
- Electrical equipment left operating
- Open doors on electrical panels
- Leaks of steam, water, oil, etc.
- Blocked aisles
- Blocked fire extinguishers, hose sprinkler heads
- Blocked fire doors
- Evidence of any equipment running hot or overheating
- Oily rags
- Evidence of smoking in non-smoking areas
- Roof leaks
- Directional or warning signs not in place
- Safety devices not operating properly
- Machine, power transmission, or drive guards missing, damaged, loose, or improperly placed

4. Safety equipment

Your supervisor will see that you receive the protective clothing and equipment required for your job. Use them as instructed and take care of them. You will be charged for loss or destruction of these articles only when it occurs through negligence.

5. Safety shoes

The company will designate which jobs and work areas require safety shoes. Under no circumstances will an employee be permitted to work in sandals or open-toe shoes.

A reliable safety shoe vendor will visit the company periodically. Notices will be posted prior to the visits.

6. Safety glasses

The wearing of safety glasses by all shop employees is mandatory. Strict adherence to this policy can significantly reduce the risk of eye injuries.

7. Seat belts

All employees must use seat belts and shoulder restraints (if available) whenever they operate a vehicle on company business. The driver is responsible for seeing that all passengers in front and rear seats are buckled up.

8. Good housekeeping

Your work location should be kept clean and orderly. Keep machines and other objects (merchandise, boxes, shopping carts, etc.) out of the center of aisles. Clean up spills, drips, and leaks immediately to avoid slips and falls.

Place trash in the proper receptacles. Stock shelves carefully so merchandise will not fall over upon customer contact.

GRIEVANCE POLICY

[Company name] wishes to provide a comfortable, productive, legal and ethical work environment. To this end, the company wants you to bring any grievances you have about the work place to the attention of your supervisor and, if necessary, to upper-level management. In light of these concerns, we have instituted the following grievance procedure:

If you feel that there is inappropriate conduct or activity on the part of the company, management, its employees, vendors, customers, or any other persons or entities related to the company, we request that you bring this concern to the immediate attention of your supervisor. Please try to approach your supervisor at a time and place that will allow the supervisor to properly listen to your concerns. If you have discussed this matter with your supervisor previously and you do not believe that you have received a sufficient response, we request that you present your concerns to your supervisor in writing. Please indicate what the problem is, those persons involved in the problem, and any suggested solution you may have to the problem.

If you do not receive a sufficient response to your written complaint within [NUMBER] working days from providing it to your supervisor, or if your supervisor is the problem, you should contact the next level of supervision, and so on. If you consider the matter an emergency, legal, ethical or safety issue, use your best judgment to expedite the complaint process. The company may have a conference with you and your supervisor or with both of you individually. If the matter is not resolved after that conference, and you believe it still merits attention, it is requested that you immediately place your concerns in writing and bring the matter forward to upper-level management.

It is the purpose of this grievance procedure to help maintain a positive work environment with respect and responsibility towards each other. The grievance procedure is also intended to avoid unnecessary employee claims and company legal exposure. The company cannot promise that your specific grievance or complaint will result in the action you request or that you will be satisfied with the outcome of the grievance procedure.

JURY DUTY POLICY

1. Paid Absence

Time off taken for jury duty is treated as a paid absence for up to [time limit] during any one year. Employees are paid for the time they are absent for jury duty, less the amount they receive for performing jury duty service.

[The above clause for pay during jury duty should be edited to reflect the jury duty laws in your state.]

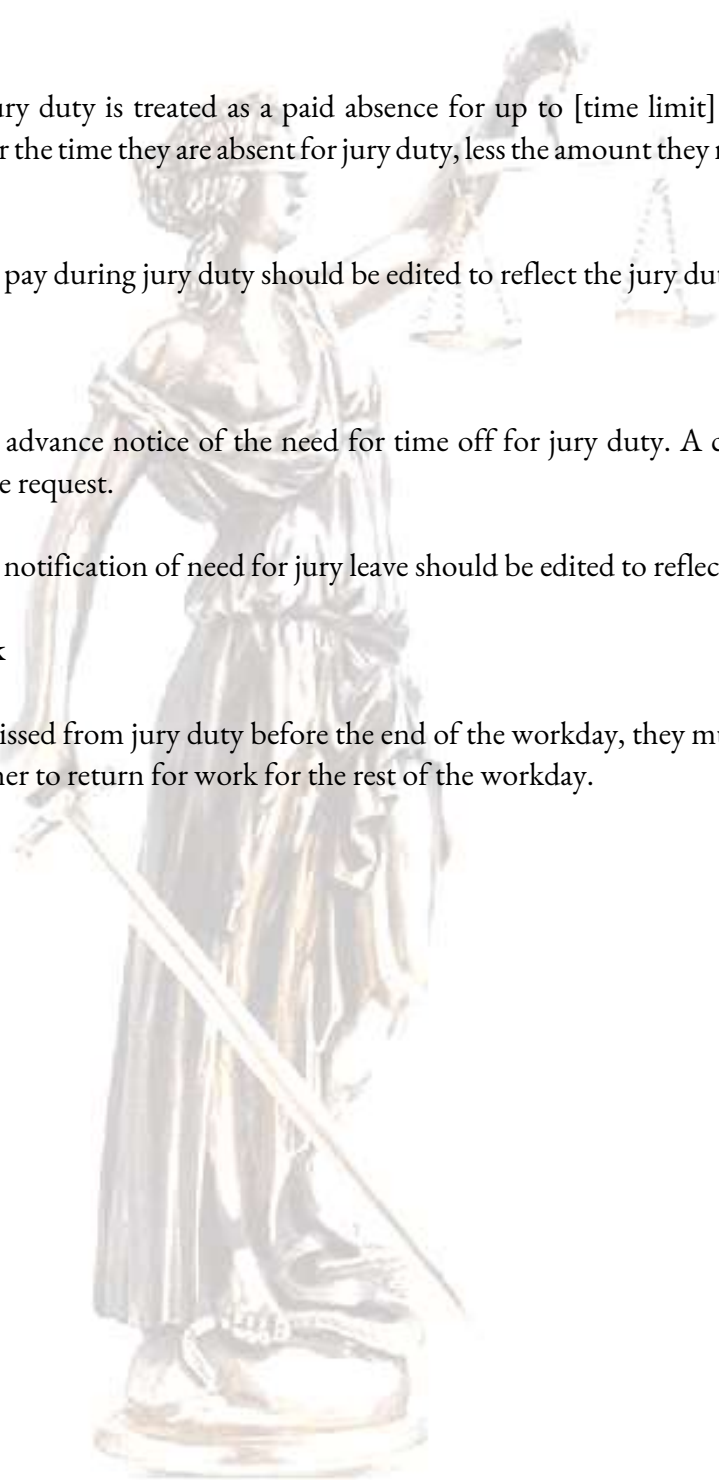
2. Advance Notice

Employees must give advance notice of the need for time off for jury duty. A copy of the summons should accompany the request.

[The above clause for notification of need for jury leave should be edited to reflect the jury duty laws in your state.]

3. Return to Work

If employees are dismissed from jury duty before the end of the workday, they must report to work for instructions on whether to return for work for the rest of the workday.



MILITARY LEAVE POLICY

It is the policy of [COMPANY] to permit employees to take military leaves of absence.

1. Military Activities

[COMPANY] will grant the employee's request for military leave of absence for [number] days per year to be used for military training, reserve duty, drills, maneuvers, etc. In addition, if the employee should be called to active duty, the employee may take active duty leave for up to [time limit – e.g., number of days or weeks]. Military leave is only granted to [COMPANY]'s permanent employees.

2. Employment Rights

The employee's employment rights will be preserved while the employee is on military leave. Pay increases, vacations, and other benefits that would have accrued had the employee not been on military leave of absence will be given to the employee upon returning to [COMPANY] after the military leave is over.

3. Reinstatement

Unless circumstances at [COMPANY] change so drastically while the employee is on annual or active duty military leave that reinstatement is impossible or impractical, when the employee returns to [COMPANY] after military leave, the employee will either be reinstated to the position the employee held before taking military leave or be given a similar position with the same seniority, status, and pay, if in either case the following conditions are met:

1. Proof of honorable discharge from duty.
2. Proof of ability to resume the position.
3. Notice of intention to return is given.

If the employee is unable to return to the same position after annual or active duty military leave, [COMPANY] will arrange for another position at the same seniority, status and pay.

Notice of intention to return to work must reach [COMPANY] within [number] days of the employee's discharge from military duty.

4. Annual Vacation Leave

Annual military leave of absence is in addition to any annual vacation leave the employee is entitled to. [COMPANY] will not make deductions from annual vacation leave for time spent on annual military leave.

5. Nondiscrimination

[COMPANY] makes it a policy not to discriminate in any way against employees who are members of the military. The employee's job will not be in jeopardy if a military leave of absence is requested or taken. In addition, the employee will not be discharged by [COMPANY] for one year after returning from military leave without just cause.



ON-DISCRIMINATION POLICY STATEMENT

1. Overall, Policy

It is the policy of [Company name] (the “Company”) to maintain a working environment free of all forms of unlawful discrimination. In recognition of the importance of good employee relations, all applicants are extended an equal opportunity to gain employment and all employees are extended an equal opportunity to progress in their field of endeavor.

2. Equal Opportunity

The Company affords equal opportunity to all employees and prospective employees without regard to race, color, sex, religion, age, marital status, disability, veteran status or national origin in the following employment practices: recruitment, hiring, placement, transfer, promotion, demotion, selection for training, layoff, termination, determination of service, rate of pay, benefit plans, compensation, and other personnel actions.

3. Disability

The Company will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

4. Complaint Procedure

Any individual, whether an employee or applicant for employment who believes that he or she has been discriminated against unlawfully should bring any complaint to [Name of appropriate person] person in the [Name of appropriate department] Department. Complaints may be lodged in writing or in person. Persons who file complaints will be advised, as is appropriate, regarding any investigation, action or resolution of the problem.

5. Consequences

The Company will not tolerate any form of discrimination and will take appropriate disciplinary action, including possibly termination, of any person determined to have engaged in unlawful conduct under this policy.

6. No Retaliation

The Company will not retaliate nor discriminate against any employee or applicant because he or she has opposed any unlawful employment practice or filed a charge of employment discrimination, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing related to employment practices.



OVERTIME POLICY GUIDANCE

All payments given to an employee as remuneration for employment must be included in calculating the employee's regular rate, except those which [ACT] specifically says may be excluded.

Of course, if a payment is not compensation for employment, then it is not a part of the employee's wages. On the other hand, if a payment is excludable by the [ACT], then it may be ignored when figuring the employee's regular rate and overtime pay, even though it is remuneration for employment.

This chart is not all-inclusive. Although it is an extensive listing of payments that will be confronted in payroll computations, any other payment that is remuneration for employment and not a statutory exclusion must be considered as wages, just as any other payment which qualifies for a statutory exclusion may be eliminated from the wage category.

1. Employee payments that must be included in calculating regular rates

Absence pay if absence is:

- for personal reasons
- for Christmas shopping (unless customary in industry or area)
- for visit with friend passing through town
- to obtain mortgage on home

Board and lodging furnished by employer if not excluded under union contract

Bonuses for:

- accuracy of work
- attendance
- continuation of employment relationship
- production
- quality of work

Commissions

Guarantees paid to pieceworkers

Housing and lodging furnished by employer if not excluded under union contract

Incentive bonuses

Lump-sum overtime pay
Contest prizes for:

- attendance
- cooperation
- courtesy
- efficiency
- number of overtime hours worked
- production
- quality of work
- sales stimulation

Lunch expenses of employee paid by employer

Meals furnished by employer if not excluded under union contract

Merchandise furnished free at company stores (food, clothing, household articles)

On-call pay

Patent payments, if employer solicited invention

Piecework earnings

Production bonuses

Rent of employee's living quarters paid by employer if not excluded under union contract

Rest-period premiums (but only if they are paid more often than occasionally)

Salary increases:

- current
- retroactive

Shift differentials for

- night shift
- second shift
- swing shift

- third shift

Transportation, not incident of employment, furnished by employer

Traveling expenses of employee to and from work which are paid by employer

Utilities furnished by employer for employee's personal use if not excluded under union contract

Wage increases:

- current
- retroactive

Wages for hours worked (whether productive or not), including:

- commissions
- day wages
- hourly guarantees to pieceworkers
- hourly wages
- job wages
- non-cash wages
- piecework earnings
- salaries
- shift differentials

2. Employee payments that may be excluded in calculating regular rates

Absence pay for infrequent or unpredictable absences (see also idle-time pay) caused by:

- funeral of family member
- holiday
- jury service
- sickness
- vacation

Board, lodging, or other facilities excluded under union contract

Bonuses:

- Christmas
- discretionary with employer
- percentage of total wages

Call-back pay covering idle time

Daily overtime pay of any amount for:

- hours in excess of [NUMBER]
- hours in excess of reasonable daily standard

Day-of-rest pay at time and one-half

Death benefits paid from welfare fund

Director's fees

Disability benefits paid from welfare fund

Disaster relief payments

Discretionary bonuses (discretionary with employer)

Expense reimbursements for:

- equipment
- material
- tools which employer is required to furnish
- travel expenses in connection with employer's business
- uniforms which employer requires employee to wear

Gifts

Health and welfare plan contributions by employer

Holiday pay for:

- idle time if equivalent to regular earnings
- time worked if at time and one-half

Hospital expenses paid from welfare fund

Idle-time pay (see also Absence pay) due to:

- call-back pay & show-up pay
- machinery breakdown
- supplies failing to arrive
- weather conditions making it impossible to work

Insurance paid from welfare fund

Loan to employee which is not deducted from wages

Locker facilities

Medical care on the job

Medical services and hospitalization required by workmen's compensation laws

Parking space furnished by employer

Pension plan contributions by employer

Percentage-of-total-wage bonuses

Post-shift pay:

- at time and one-half if full shift not exceeding 8 hours is not worked
- of any amount if full shift is worked

Pre-shift pay at time and one-half for shifts not exceeding 8 hours

Prize given to employee for recommending a sales prospect

Profit-sharing payments qualifying under administrative regulations

Recreational facilities furnished by employer

Rest-period premiums (but only if they are paid occasionally)

Restroom facilities

Retirement benefits paid from welfare fund

Royalties

Savings plan payments qualifying under administrative regulations

Seventh-day pay at time and one-half

Severance pay

Show-up pay covering idle time

Sick pay

Stock denoting contingent interest

Suggestion awards for suggestions that casually occur to employee and require no work

Sunday pay:

- at time and one-half for Sunday work as such
- of any amount if for excess daily or weekly hours

Supper money given to employee who works late

Talent fees paid to radio and television performers and announcers

Tips, if no agreement on wage status

Transportation incidental to employment

Traveling expenses of business trip by employee

Truck or car rental paid to employee for use of their conveyance

Tuition for independent schooling outside working hours

Vacation pay

Veteran's subsistence allowances

Voting time pay

Weekly overtime pay of any amount for:

- hours in excess of statutory straight-time workweek
- hours in excess of reasonable weekly standards

Welfare fund benefits received by employee:

- death benefits
- disability benefits
- hospitalization
- medical care
- retirement benefits

Welfare plan contributions by employer made irrevocably to trustee or third person to provide:

- death benefits
- disability benefits
- hospitalization
- medical care
- retirement benefits

Workers' compensation

3. Overtime Policy Guidance

- **Consider staggering work periods**
- **Communicate your staggered workweek**
If you are going to adjust overtime pay to take advantage of the offsets the law provides, make that very clear in your policy and routinely communicate that information. Unless the perception is addressed, employees may challenge the practice unnecessarily as well as feel a lack of candor on the part of their employer.
- **Don't treat overtime as a privilege**
Your policy should stress that overtime is not a benefit – it is only to be authorized when business demands it. In no instance should overtime be authorized solely at the request of the employee or awarded as a privilege.
- **Don't be casual about unreported time**
Prohibit in writing and enforce actively a prohibition against “casual work time” and unreported time. Pay for all time and discipline abusers immediately after the fact.
- **Don't unintentionally support unreported time**

Through management development and supervisory training, aim to dispel the belief that the “good” employee is the one who comes in a little early or stays a little late just to help out and does not report the time.

- **Have a clear policy on mandatory overtime**

If overtime is to be mandatory when requested, state that fact throughout the hiring process and include a statement to be signed by the employee acknowledging an understanding of the company policy regarding mandatory overtime. Even with such a policy, there may be occasions where certain mitigating circumstances, such as illness or death in the employee’s immediate family, can and should be exceptions. Document all exceptions to policy.

- **Don’t fail to include on-call pay in overtime calculations**

Pay for time during which an employee holds himself ready for call to work must be included in the regular-rate computation.

- **Don’t average hours worked in two or more weeks**

Each workweek must be treated as a separate unit in computing pay.

- **Do not negotiate side agreements with employees to avoid paying overtime**

Employees cannot waive their rights to overtime compensation granted them by the federal law, except where the government supervises the voluntary payment of wages due or sues on behalf of the employees. Employees cannot agree that their overtime hours may be paid at a lower rate. Agreements to “kick back” overtime pay and agreements to conceal overtime hours are invalid. Even though employees have agreed to such arrangements, they can still recover the overtime pay specified in the [ACT], possibly by suing you at some point in the future.

PAID TIME OFF POLICY

This company does not believe it is good business practice to pay employees for being sick. Very often sick days are abused or are the result of poor health habits. Instead, we provide regular full-time employees, who have completed their introductory period, with [NUMBER] days of personal leave for every [NUMBER] months of continuous employment without absence. This “wellness day” may be used by you at any time, for any reason, with reasonable notice to your supervisor. Accumulation of personal wellness days will be capped at [NUMBER] days per year and are not an accrued benefit. Personal wellness leave benefits do not accrue during extended leaves of absence or during vacation.

PTO banking provides you with more flexibility to use your time off to meet personal needs, while recognizing your individual responsibility to manage your paid time off.

With PTO banking, you will accumulate a specified amount of time each pay period, and you will determine how you will use it – for vacation, illness, attendance of children, school activities, medical/dental appointments, personal business or emergencies. The amount of time earned will depend on the length of your service with the company.

PTO banking does not replace the company holiday schedule; we will continue to have compensated holidays each year.

1. ELIGIBILITY

You are eligible to participate in the PTO banking program if you are a regular status employee scheduled to work at least [Number] hours per week. Part-time employees working more than [Number] hours per week accrue PTO on a prorated basis, depending on the number of hours worked.

2. DEPOSITS INTO YOUR LEAVE ACCOUNT

The amount of PTO you accrue each year is based on your length of service and accrues according to the Accrual Schedule for Full Time Employees chart below. PTO is accrued as you work. You will not accrue PTO time while you are on an unpaid leave of absence or long-term disability.

3. ACCRUAL SCHEDULE FOR FULL TIME EMPLOYEES

Years of Service	Days Accrued	Hours Accrued	Maximum Annual Accrual (Hours)
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4. MAXIMUM TIME ACCUMUALTED

Although you may carry over unused PTO time from year to year, there is a maximum, or cap amount of PTO time you can accumulate. This encourages you to use your PTO and allows the company to manage its financial obligations responsibly. Once you reach your cap, you will not accumulate any more PTO until you use some of the time in your account. After your balance goes below your maximum, you begin accruing PTO again. Maximum accrual is equal to one- and one-half times the annual PTO allotment.

5. TERMINATION

You will be paid for all accrued and unused PTO when you leave the company.

6. MANAGEMENT OF PTO

You are responsible for managing your paid time off. It is important that you plan ahead for how you will use your PTO account. This means developing a plan for taking your vacations, as well as doctor's appointments and personal business. It also means holding some time in "reserve" for the unexpected, such as emergencies and illnesses. The amount you reserve for illness should depend on your personal health and sick leave history.

7. MINIMUM INCREMENTS OF PTO

The minimum amount of PTO you can take at one time depends on whether you are an exempt or non-exempt status employee. If you are non-exempt, you may not take less than [Number] hours off at a time. If you are an exempt status employee you must take PTO in increments of not less than one full day.

8. TYPES OF LEAVE TIME OFF NOT DEDUCTED

Time off taken for certain leaves of absence such as jury duty, bereavement and workers compensation, according to the company policy, will not be charged against your PTO account. Please check with your immediate supervisor regarding these circumstances.

9. NOTICE AND SCHEDULING

Unless you are ill, you are required to notify your supervisor in advance of your intent to take PTO and get approval for the time off. This allows for you and your manager/supervisor to prepare for your time off and assure our staffing needs are met.

There may be occasions, such as sudden illness, when you can not notify your supervisor in advance. In those situations, you should inform your supervisor of your circumstances as soon as possible.

10. RECORDING PAID TIME OFF

The company has instituted the use of a PTO tracking system to keep a record of your account balance and the amount of time taken off each pay period. This system requires the completion of an Absence Report for all time taken off from your regular work schedule. We are required to track absence for time off for illness, work related illness/injury, or the attendance of school related activities for legal compliance reasons. The amount of leave time accrued, used and available will appear on your paycheck stub.

11. TRANSITION PROVISIONS

Most employees will start the new PTO banking system with an account balance consisting of all accrued old sick, personal, and vacation time. You will not lose any days if you come into the plan with a balance greater than your PTO cap. Employees who have hours over the maximum will continue to accrue PTO time and have one year to use time in excess of the maximum accrual.

PERSONAL LEAVE POLICY

The following company policy statement is for personal leave. Generally, personal leave is granted without pay, but without loss of credit for the employee's length of service with the company. Not all companies allow employees to retain their service credit, however.

A personal leave of absence without pay may be granted an employee at the discretion of the company. A personal leave of absence is defined as an absence of [NUMBER] weeks or longer. It is not our general policy to grant personal leaves of absence and such leaves will be granted only under unusual circumstances. A personal leave of absence is not available instead of medical leave.

Granting of such a leave depends on the review of the merits of each case, including the effect the employee's absence will have on the workload of the other employees. Probationary employees are not generally eligible for leaves of absence. An employee must have one year of continuous employment before such a leave will be considered.

Applications for leaves of absence may be granted or rejected as dictated by the judgment of [name of person who approves requests].

Salary and benefits are not payable to an employee while the employee is on a personal leave of absence, with the exception of company-paid term life insurance that is continued for eligible employees for [NUMBER] year of a leave of absence. Health insurance may be continued if the employee pays the full premium at the group rate. Although employees do not accrue benefits while on leave, those benefits accrued up to the time the employee started the leave will be retained.

The employee's exact position, tour of duty, or work area may not be guaranteed upon return from a personal leave of absence; however, all efforts will be made to place the employee in the first available similar job with similar pay. The employee's date of initial employment will be adjusted to reflect the time spent on personal leave.

It is the employee's responsibility to return to work on the date the leave of absence expires. Should the employee fail to return and fail to notify [name of person who should receive requests] of a request for an extension, we will assume that the employee does not intend to rejoin the company and will consider the employee to have resigned from employment. A request for extension of a leave of absence must be in writing and must be received at least [NUMBER] working days prior to the expiration of a leave.

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: POLICY LETTER ON VEHICLE EXPENSE REIMBURSEMENT

Dear [Contact name],

It is essential that any of our personnel who drive company and personal vehicles in connection with company business maintain a thorough record of any expenses incurred. It is our desire to be certain that you are reimbursed for any expenditure that you make in this regard, and your good record keeping will make this possible. Receipts must be submitted for gasoline purchases, parking expenses and repairs. In addition, we will require your daily record of the number of miles driven, the odometer reading, before and after, and the amount of time spent driving. This information should be contained in your weekly report to [Name].

Thank you very much for your cooperation in this matter.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

[YOUR COMPANY'S] PRIVACY IN THE WORKPLACE POLICY

1. Polygraph Testing

Some jobs at [Company name] fall within the exception to the prohibition against using polygraph tests for employment screening.

If the employee is applying for, transferring to or being considered for promotion to a job for which polygraph testing is required, the employee will be notified in advance that polygraph testing is a requirement of the job. Before any test is administered the employee will receive notice of the date, time and place, as well as a list of questions to be asked.

In addition, if the employee is under suspicion in connection with an ongoing investigation of economic loss (theft or embezzlement, for example) at [Company name], the employee will be notified that a polygraph test is required and what the employee's rights are with respect to the test.

Refusal to submit to a legitimately requested polygraph test may be used as grounds for discharge.

2. Monitoring

The employee's work output, whether it be paperwork, computer files, products, customer calls or customer interaction, belongs to [Company name]. As such, that work output is always subject to review by [Company name], whether it is stored electronically, on paper or in any other form. In addition, business equipment, including computers, desks and lockers belong to [Company name] and are subject to search or investigation.

3. E-Mail and Computers

E-mail and other computer files provided by [Company name] are to be used for business purposes only. Use of [Company name] computer equipment for personal reasons is strictly prohibited and all computer pass codes must be available to [Company name] at all times. [Company name] reserves the right to enter, search and monitor the computer files or e-mail of any employee, without advance notice, for business purposes, such as investigating theft, disclosure of confidential business or proprietary information, personal abuse of the system or monitoring workflow or productivity.

POLYGRAPH CONSENT

Name: _____

Date of Polygraph Examination: _____

I voluntarily agree to a polygraph examination on the above date.

A company representative has advised me of the following:

I am guaranteed by law the right not to take this examination as a condition of employment or continued employment.

I have not been coerced in any way into either taking this test or signing this consent agreement. This act is entirely voluntary on my part.

I have retained a copy of this agreement for my records.

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

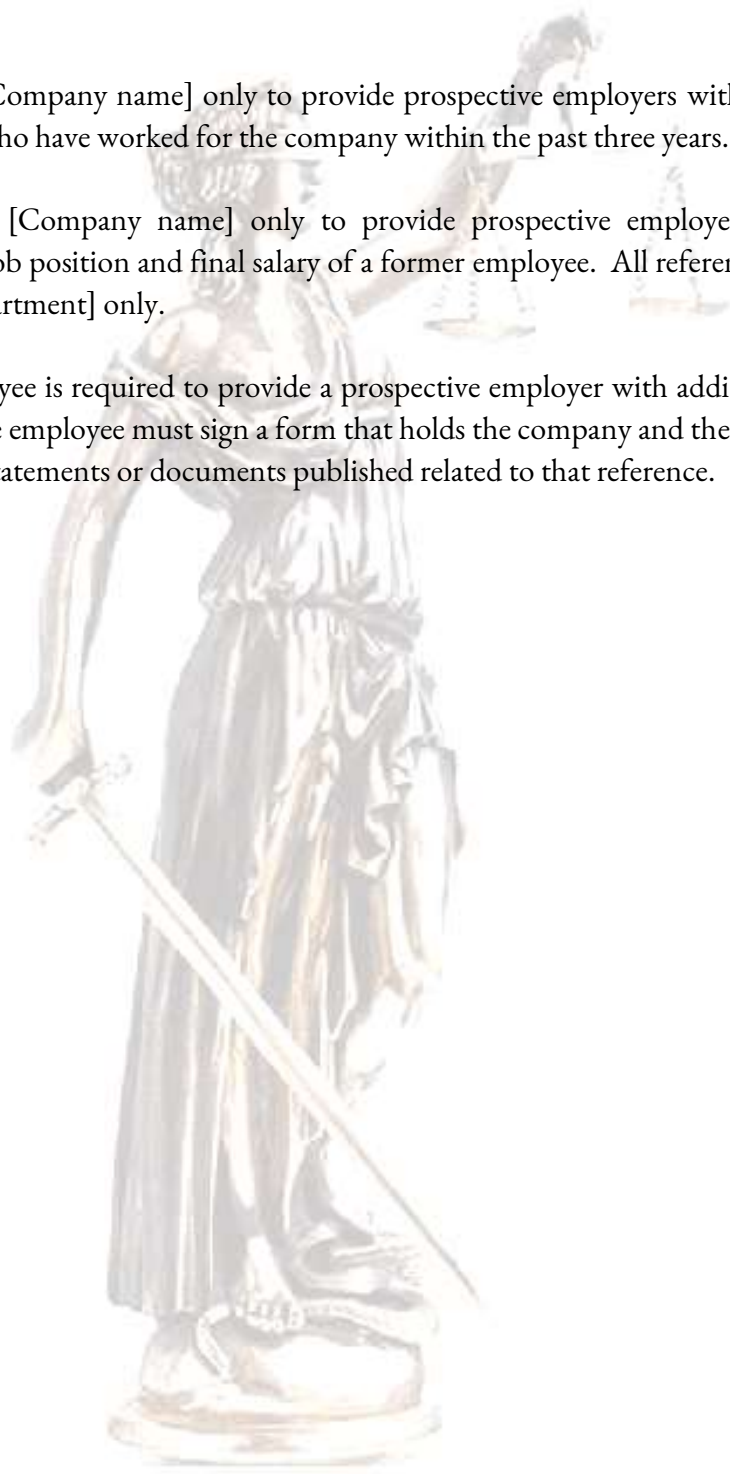
Print Name and Title

POST-EMPLOYMENT REFERENCE POLICY

It is the policy of [Company name] only to provide prospective employers with references regarding former employees who have worked for the company within the past three years.

It is the policy of [Company name] only to provide prospective employers with the dates of employment, final job position and final salary of a former employee. All references are to be given by [The personnel department] only.

If the former employee is required to provide a prospective employer with additional information by way of reference, the employee must sign a form that holds the company and the prospective employer harmless from any statements or documents published related to that reference.



PREGNANCY/MATERNITY LEAVE POLICY

To be eligible for a pregnancy leave of absence, the employee must be a non-temporary, full-time female employee.

1. Maximum Length of Leave

The maximum length of pregnancy leave allowed is [number] weeks. If the employee needs a longer leave due to medical complications, the employee should notify [COMPANY] as soon as possible. The additional leave will be treated the same as any other medical or disability leave.

2. Written Requests

A written request for pregnancy leave must be submitted within a reasonable time. The employee must submit a written doctor's statement, indicating the anticipated delivery date. The employee should inform [COMPANY] of the expected duration of her pregnancy leave so that [COMPANY] may plan around the absence efficiently until her return.

3. Transfers

An employee requesting pregnancy leave may also ask for a transfer to another less strenuous or less hazardous position if so desired. The request must be in writing and must state the reason for the transfer.

4. Paid Leave

[COMPANY] provides for paid pregnancy leave for the period of [time limit – e.g., number of days or weeks]. The employee may use any accumulated paid sick days and/or paid vacation days to extend her pregnancy leave beyond the paid leave period. The employee will be paid for those designated days.

5. Medical Incapacity

At her option, the employee may continue to work up to the delivery date, depending upon the employee's medical circumstances and the nature of the employee's job. In the event the employee is physically incapable of performing her regular job duties at any time during her pregnancy, the employee may request that the employee be placed on pregnancy leave. An advance notice of a minimum of [number] week should be given, accompanied by a statement from the employee's physician attesting to the employee's incapacitation.

6. Benefits

While an employee is away from work on an approved pregnancy leave of absence, she continues to participate in [COMPANY]'s company employee benefit programs. [COMPANY] will endeavor to return the employee to the same or equal job she had before taking pregnancy leave. Although [COMPANY] does not guarantee a return to the identical job, the employee will suffer no loss in seniority.



PROGRESSIVE DISCIPLINE POLICY

Purpose

1. To establish rules pertaining to employee conduct, performance, and responsibilities so that all personnel can conduct themselves according to certain rules of good behavior and good conduct.
2. The purpose of these rules is not to restrict the rights of anyone, but rather to help people work together harmoniously according to the standards we have established for efficient and courteous service for our customers.
3. Reasonable rules concerning personal conduct of employees are necessary if the facility is to function safely and effectively. You will be kept informed of department rules and changes to those rules by your supervisor or department head.
4. The company believes that you want to, and will, do a good job if you know what is required to perform your job properly. Your supervisor is responsible for ensuring that you know what is expected of you in your job. Further, it is company policy that employees be given ample opportunity to improve in their job performance.

Policy

Degrees of discipline are generally progressive and are used to ensure that the employee has the opportunity to correct his or her performance. There is no set standard of how many oral warnings must be given prior to a written warning or how many written warnings must precede termination. Factors to be considered are:

- How many different offenses are involved
- The seriousness of the offense
- The time interval and employee response to prior disciplinary action(s)
- Previous work history of the employee

Exceptions

For serious offenses, such as fighting, theft, insubordination, threats of violence, the sale or possession of drugs or abuse of alcohol on company property, etc., termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped at the discretion of [company name] after investigation and analysis of the total situation, past practice, and circumstances. In general, several oral warnings should, at the next infraction, be followed by a written warning, followed at the next infraction by discharge. This is especially true in those cases where the time interval between offenses is short and the employee demonstrates a poor desire to improve his/her performance.

Penalties for Specific Offenses

Penalties for Group 1:

- First offense: Oral or written reprimand
- Second offense: Suspension or termination

Group 1 Offenses include:

- knowingly filling out time sheet of another employee
- having one's sheet filled out by another employee, or unauthorized altering of a time sheet
- being tardy habitually without reasonable cause
- being absent without notification or excuse
- leaving your job or your regular working place during working hours for any reason without authorization from your supervisor, except for lunch, rest periods and going to the restrooms
- disorderly conduct on company property
- immoral conduct or indecency on company property
- leaving work before end of shift or not being ready to go to work at the start of shift
- interfering with the work of other employees
- inefficiency or lack of application of effort on the job
- violations of company policies outlined in sections of this policy manual
- contributing to unsanitary conditions or poor housekeeping
- imperiling the safety of other employees
- malicious gossip and/or the spreading of rumors

Penalties for Group 2:

- First offense: Suspension or termination**

Group 2 Offenses include:

- gambling on company property**
- possession of narcotics, or consuming narcotics on company property
- reporting for work in an intoxicated condition
- responsibility for instigating fighting on company property
- dishonesty or removal of another employee's property or company property without permission
- willful destruction of company property
- insubordination (Refusal to perform service connected with an employee's immediate supervisor or refusal to obey any reasonable order given by an employee's supervisor or by management)
- misrepresentation of physical condition or other important facts in seeking employment
- refusal to perform work assigned to an employee
- absence for two consecutive working days without notification to the company or without acceptable excuse
- petty thievery
- possession of firearms, fireworks or explosives on company property without permission from management

Probation

You may be placed on probation in connection with the written warning for a period of time determined by [company name]. Wage increases, vacations and transfers will not be given during this period, but all other benefits will continue.

Investigative suspension

An investigative suspension is a period, not to exceed [NUMBER] working days, during which time an employee is relieved of his or her job because of alleged serious misconduct. An employee may be placed on investigative suspension when it is necessary to make a full investigation to determine the facts of the case, as in a fighting, insubordination or theft incident. If after the investigation:

- discharge is warranted, the employee shall not be paid for the period of investigative suspension – the discharge shall be effective on the date of the termination interview.
- misconduct is determined, but not of a sufficiently serious nature to warrant discharge, the employee shall receive a warning notice and forfeit pay lost as a result of the investigative suspension and may be placed on disciplinary suspension
- if no misconduct is determined, the employee shall return to work within the prescribed period and be paid for the time lost as a result of the investigative suspension

Disciplinary Suspension

A disciplinary suspension is a period of not more than [NUMBER] days and may be given in addition to the investigatory suspension or as punishment for the violation. The employee is relieved of his or her job assignment because of serious or repeated instances of misconduct and shall forfeit pay lost as a result of the suspension in situations where there is no specific instance of conduct that is so outrageous that justifies termination but there is a pattern of conduct where the employee has continually engaged in one minor infraction of the rules after another and has received a documented verbal and/or written warning for rule(s) infraction(s). Disciplinary suspension would generally not be used as a form of discipline for employees with attendance problems.

Crisis suspension

A crisis suspension is given at the discretion of the supervisor when action must be taken immediately.

Discharge

When the employee is discharged as a result of a serious offense, or as the final step in an accumulation of infractions for which a warning notice or notices have been written, the employee will be discharged for cause instead of being given the option to resign, be laid off, or retire.

Misconduct

[YOUR COMPANY] has a progressive discipline policy. The goal of [YOUR COMPANY]'s progressive discipline system is to give the employee an opportunity to correct employment problems that may arise, rather than to punish employees.

The employee will be kept informed of [YOUR COMPANY]'s rules and the employee is expected to follow them.

Immediate Disciplinary Action

[YOUR COMPANY] believes that engaging in certain types of misconduct should subject an employee to immediate suspension or discharge, rather than allowing opportunity for correction of behavior through progressive discipline steps. The following is a list of conduct for which immediate disciplinary action will be taken: [list of offenses that will be exempt from progressive steps (e.g., violent behavior)].

Disciplinary Steps

Should there be a problem regarding the employee's adherence to [YOUR COMPANY]'s rules, the employee will be given three opportunities to change the unwanted behavior:

1. The employee will be given a verbal explanation of the errant behavior, including a reiteration of what [YOUR COMPANY]'s rule regarding that behavior is. In addition, the employee will be advised of the consequences of further infractions of the rule in question. If no further problems occur with regard to the issue raised at the verbal warning stage, no further disciplinary action will be taken.

2. If the problem persists, the employee will be given a written explanation of the errant behavior, including a reiteration of what [YOUR COMPANY]'s rule regarding that behavior is. In addition, the employee will be advised that continuation of the problem will lead to suspension without pay for a stated period of time. As before, the employee will be given an opportunity to change the unwanted behavior and, if the behavior does not recur, no further disciplinary action will be taken.

3. If verbal and written warnings fail to bring about a change in the undesired conduct, the employee will be suspended and will be informed that further occurrences of the conduct will lead to the employee's immediate discharge, without additional warnings.

[YOUR COMPANY] reserves the right to bypass the disciplinary steps and base its disciplinary action on the severity, frequency or combination of infractions when circumstances warrant immediate action.

Documentation

[YOUR COMPANY] will document a disciplinary process beginning with the first verbal warning. A report of the disciplinary action will be retained in the employee's personnel file, however, if no further disciplinary action is required after [NUMBER] years, the report will remain as part of the employee's personnel file but will no longer be considered a part of the employee's record.

Should a challenge arise regarding the disciplinary action in the report, the report may be used in the ensuing grievance proceeding or arbitration.

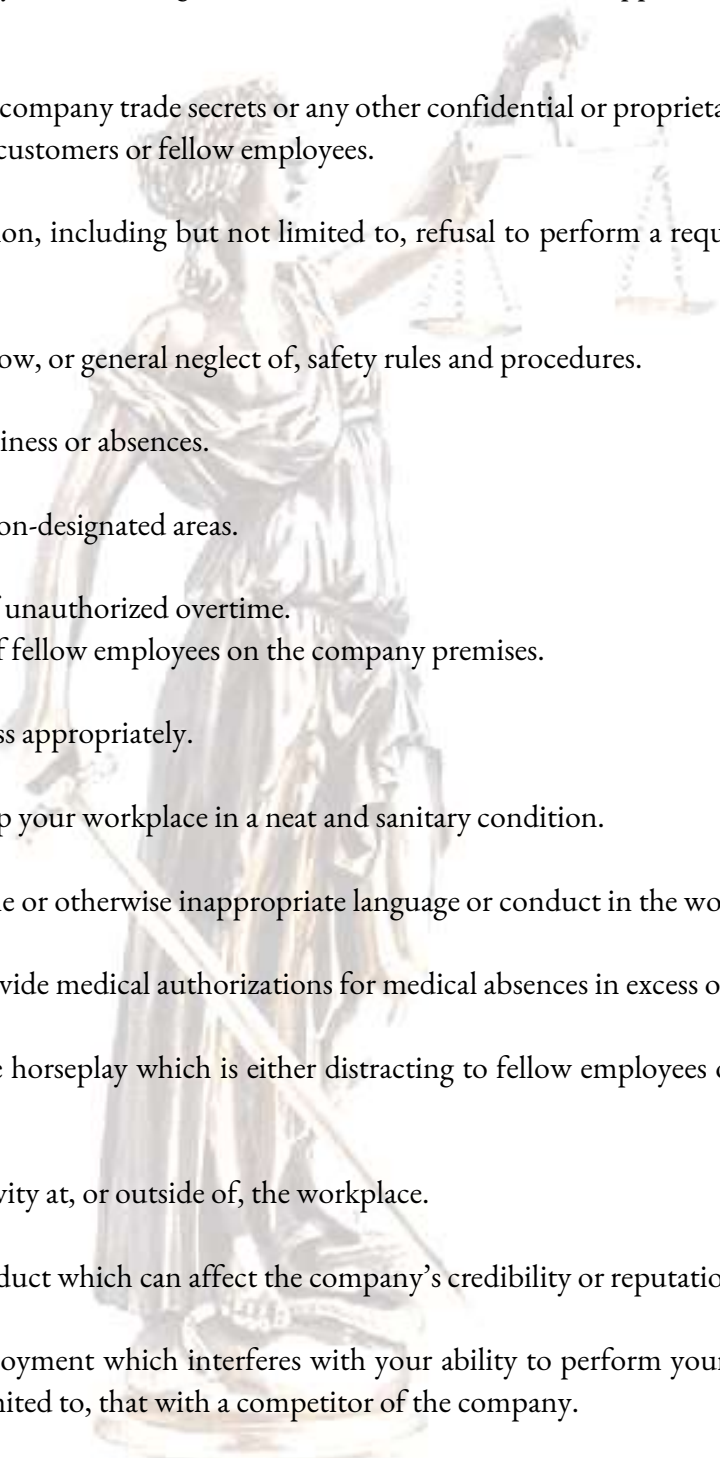
PROHIBITED ACTIVITIES (STANDARDS OF CONDUCT)

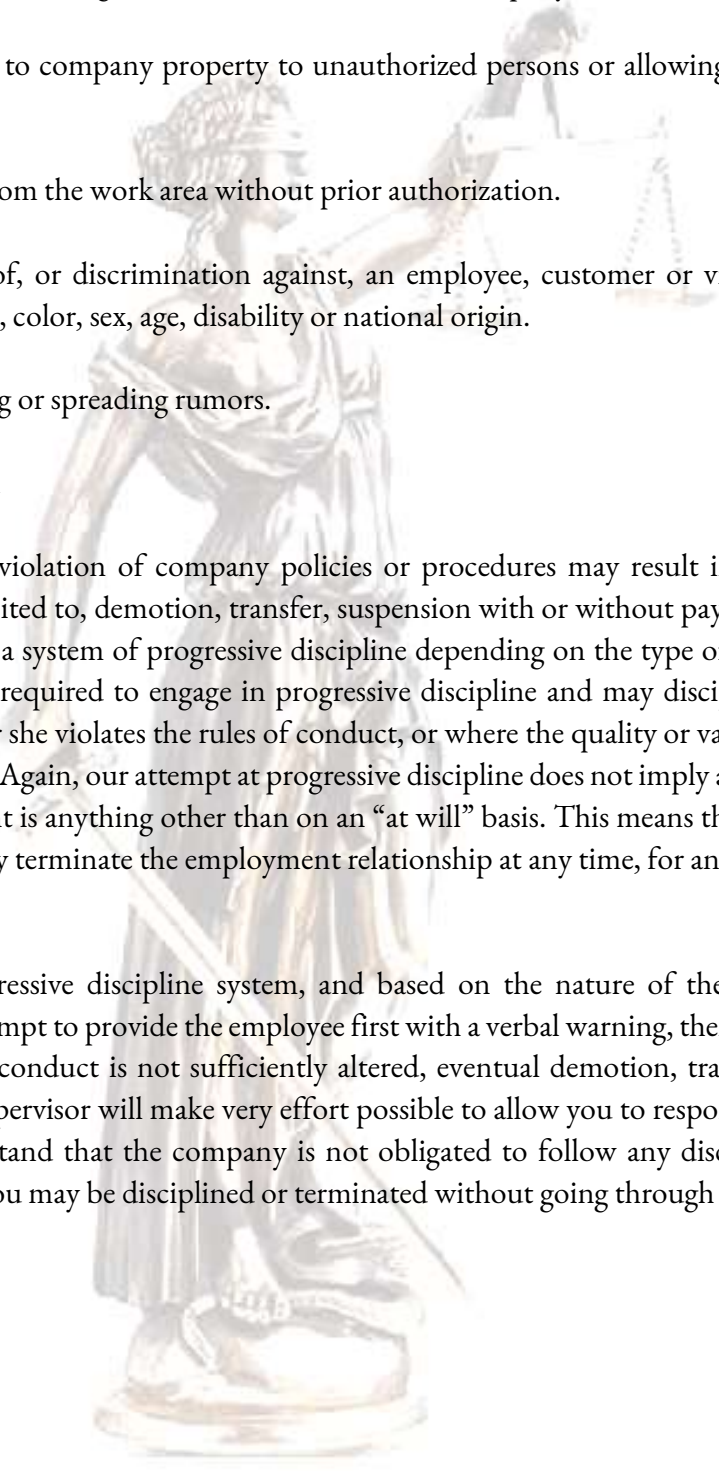
[Company name] wishes to create a work environment that promotes job satisfaction, respect, responsibility, and value for all of our employees, clients, customers and other stakeholders. Every employee at [Company name] has a shared responsibility toward improving the quality of the work environment. By agreeing to work at [Company name] you have agreed to follow the company's rules and to refrain from conduct which is detrimental to our goals. The prohibited conduct that is listed below is not an inclusive list, as the company cannot, with foresight, determine what inappropriate conduct under every circumstance is. Moreover, the company does not limit its right to discipline or discharge employees to the prohibited conduct listed below. Remember that, while we value our employees, the company maintains the right to terminate its employees at any time and for any reason, with or without notice.

Violation of the prohibited conduct set forth below, or any other conduct deemed inappropriate by management, may subject you to disciplinary action, including oral or written warnings, suspension without pay, transfer or possible termination. If you have any questions about your personal conduct or that of any fellow employee, immediately consult your supervisor for clarification.

The following list contains examples of conduct considered improper which may result in discipline, including termination. Again, note this is not a complete list and understand that other behaviors may also result in discipline.

1. Possessing, using, selling, negotiating the sale of, or being under the influence of alcohol, drugs or other controlled substances during working hours, on company property (including company vehicles), in company uniform or on company business.
2. Falsification of the hours worked by you or any other employee.
3. Falsification of any other employment related document including, but not limited to, personnel files, employment review documents, intra-company communication, communications with those outside the company, expense records, etc.
4. Theft or destruction of company property or that of visitors, clients or fellow employees.
5. Possession of potentially hazardous or dangerous property, such as firearms, weapons, chemicals, etc., without prior authorization.
6. Fighting with, or harassment of, any fellow employee or customer.

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7. Unauthorized or excessive use of company property or property of any visitors, customers, fellow employees, including but not limited to, vehicles, supplies, telephones, mail and computers.
 8. Disclosure of company trade secrets or any other confidential or proprietary information of the company, its customers or fellow employees.
 9. Insubordination, including but not limited to, refusal to perform a requested or required job task.
 10. Failure to follow, or general neglect of, safety rules and procedures.
 11. Excessive tardiness or absences.
 12. Smoking in non-designated areas.
 13. The taking of unauthorized overtime.
 14. Solicitation of fellow employees on the company premises.
 15. Failure to dress appropriately.
 16. Failure to keep your workplace in a neat and sanitary condition.
 17. Use of obscene or otherwise inappropriate language or conduct in the work place.
 18. Failure to provide medical authorizations for medical absences in excess of two days.
 19. Inappropriate horseplay which is either distracting to fellow employees or which could create dangers to others.
 20. Criminal activity at, or outside of, the workplace.
 21. Off-duty conduct which can affect the company's credibility or reputation.
 22. Outside employment which interferes with your ability to perform your job at this company including, but not limited to, that with a competitor of the company.
 23. Gambling on company premises.

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24. Sleeping or neglect of job duty.
 25. Taking unauthorized gratuities in connection with company business.
 26. Lending keys to company property to unauthorized persons or allowing duplicate keys to be made.
 27. Being away from the work area without prior authorization.
 28. Harassment of, or discrimination against, an employee, customer or visitor because of that person's race, religion, color, sex, age, disability or national origin.
 29. Bad-mouthing or spreading rumors.

Disciplinary Action

As indicated earlier, violation of company policies or procedures may result in disciplinary action, including but not limited to, demotion, transfer, suspension with or without pay, or termination. The company encourages a system of progressive discipline depending on the type of prohibited conduct. The company is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of their work fails to meet expectations. Again, our attempt at progressive discipline does not imply a contract with you or that your employment is anything other than on an "at will" basis. This means that both the company and the employee may terminate the employment relationship at any time, for any reason, or no reason at all.

As part of our progressive discipline system, and based on the nature of the employee violation, management will attempt to provide the employee first with a verbal warning, then one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave or termination. Your supervisor will make very effort possible to allow you to respond to any disciplinary action taken. Understand that the company is not obligated to follow any disciplinary or grievance procedure and that you may be disciplined or terminated without going through any procedure.

SALES COMMISSION POLICY

[Company name] pays commissions based on sales procured. The rates of commission, as well as the required [Profit margins], will be give to each new sales employee at time of hire. The company reserves the right to change commission rates and or profit margin requirements as needed to protect the financial integrity of the company.

[Company name] will make every effort to pay commissions on a monthly basis only, and only on final sales. In no event will [Company name] pay commissions later than one week from the date when the money is received for the sale. [Company name] may provide a draw paycheck on the [DAY]th day of the month. [This DRAW IS AN ADVANCE against all commissions earned, and will be deducted from the commission paycheck which will be issued on the [DAY] of the following month.] [If an employee's draw exceeds his commissions in any given month, the shortage will be carried forward, and deducted from the next available commission check.]

COMMISSIONS WILL BE CONSIDERED FINAL AFTER [NUMBER] DAYS! If you have a question, problem or disagreement with the amount of commission paid on a sale, be sure to submit, in writing, the details within [NUMBER] days of the date the sale was finalized.

SEXUAL HARASSMENT POLICY

[Company name]'s position is that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. All employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive, including sexual harassment. Anyone engaging in harassing conduct will be subject to discipline, ranging from a warning to termination.

It is our policy, in accordance with providing a positive, discrimination-free work environment, that sexual harassment in the workplace is unacceptable conduct that will not be condoned.

1. What is sexual harassment?

Sexual harassment is defined as any unwanted physical, verbal or visual sexual advances, requests for sexual favors, and other sexually oriented conduct which is offensive or objectionable to the recipient, including, but not limited to: epithets, derogatory or suggestive comments, slurs or gestures and offensive posters, cartoons, pictures, or drawings.

[Company name] has adopted, and its policy is based on, the definition of sexual harassment set forth by the [NAME OF YOUR STATE OR FEDERAL REGULATORY COMMISSION]. The [NAME OF YOUR STATE OR FEDERAL REGULATORY COMMISSION] defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is either an explicit or implicit term or condition of employment (e.g., promotion, training, timekeeping or overtime assignments)
- Submission to or rejection of the conduct is used as a basis for making employment decisions (hiring, promotion, termination)
- The conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment

Sexual harassment also includes any employee conduct unreasonably interfering with another's work performance by creating an intimidating, hostile, or offensive working environment. Sexual harassment consists of a variety of behaviors by employees directed to other employees including, but not limited to, subtle pressure for sexual activity, inappropriate touching, inappropriate language, demands for sexual favors, and physical assault.

2. What is *not* sexual harassment?

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness.

3. Harassment by Non-employees

We will endeavor to protect employees, to the extent possible, from reported harassment by non-employees such as from customers, vendors and other parties who have workplace contact with our employees.

4. Complaint Procedure

If you feel that you have been the recipient of sexually harassing behavior, report it immediately to the [HUMAN RESOURCE DEPARTMENT OR OTHER RESPONSIBLE NAME AND TITLE] or to any other supervisor. It is preferable to make a complaint in writing, but you can accompany or follow up your written complaint with a verbal complaint. All allegations of sexual harassment will be quickly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of that investigation.

Depending on the complexity of the investigation, you should be contacted within [number plus measure of time (e.g., four days, two weeks, one month)] about the status of your complaint and whether action is being taken.

If your supervisor is the source of the harassing conduct, report the behavior to that person's supervisor or to the owner of [company name].

5. Discipline

Any employee found to have harassed another employee or applicant for employment will be subject to appropriate disciplinary procedure action, including reprimands, suspension or termination of employment.

A person committing sexual harassment may also be held legally liable for his or her actions under applicable law.

6. Responsibility

Each manager is responsible for implementing this policy within his or her area of supervision.

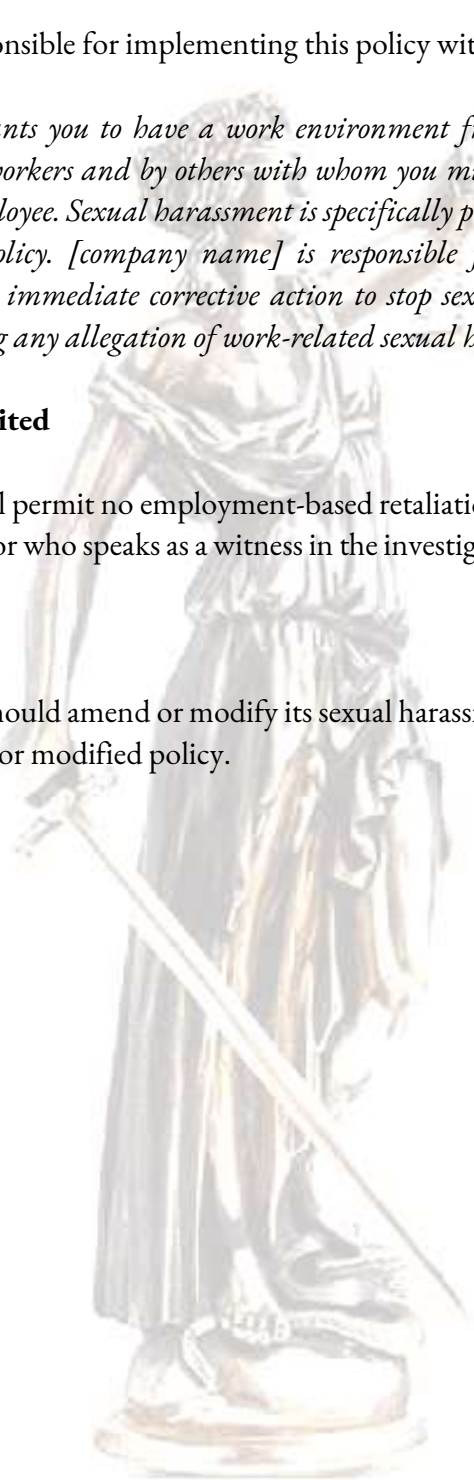
[Company name] wants you to have a work environment free of sexual harassment by management personnel, by your coworkers and by others with whom you must interact in the course of your work as a [company name] employee. Sexual harassment is specifically prohibited as unlawful and as a violation of [company name]'s policy. [company name] is responsible for preventing sexual harassment in the workplace, for taking immediate corrective action to stop sexual harassment in the workplace and for promptly investigating any allegation of work-related sexual harassment

7. Reprisal Prohibited

[Company name] will permit no employment-based retaliation against anyone who brings a complaint of sexual harassment or who speaks as a witness in the investigation of a complaint of sexual harassment.

8. Written Policy

If [company name] should amend or modify its sexual harassment policy, you will receive an individual copy of the amended or modified policy.



SICK LEAVE POLICY

1. Pay for Illness

Employees will become eligible to participate in the paid time for illness program as follows:

- If employed prior to [DATE], employees will be allowed up to [NUMBER] days in the following year
- If employed between [DATE] and [DATE], employees will be allowed up to [NUMBER] days in the following year, and up to [NUMBER] days in the succeeding years.

In addition to illness, sick leave may also be granted for medical, dental, or optical examinations or when a member of your household requires your personal care and attention due to illness.

2. Pay and benefits during sick leave

Illness pay will be based on a regular eight-hour day at straight time and at the employee's base rate. Illness absence of less than [NUMBER] hours in a day will not be considered for payment. Saturdays, Sundays, daily overtime hours, paid holidays, and paid vacation time are excluded as time for which payment will be made under this program.

Weekly insurance benefits will continue to be paid commencing with the first day of certified disability due to accidents and the fourth day due to illness. Thus, in accident and illness cases, the insurance benefit will be paid rather than the paid illness allowance, and any unused illness allowance will be available for use later in the year as needed.

3. Certification of illness

Certification of illness by a physician will not normally be required to qualify for payment under this program.

4. Effect on performance

While the company pays you for authorized sick days, we expect you to be honest with us in taking days off only when you are actually ill. Any abuse of this benefit will be taken into account in evaluations of your performance. The company reserves the right to require a statement from your doctor.

5. At termination

When termination of employment occurs, no payment for sick leave will be made.

6. Accrual of Sick Leave

Starting with the first day of employment, sick leave will accumulate at the rate of [NUMBER] day per month. Sick leave may accumulate to a maximum of [NUMBER] days.

An employee may receive compensation for his/her sick leave that has accumulated in excess of [NUMBER] days at the rate of [NUMBER] day's pay for each two [NUMBER] of sick leave accumulated in excess of [NUMBER] days. Payment for unused sick leave will be made during the month of [MONTH] each year, or at other times as designated by [person who approves sick leave].

One day of sick leave for those employees who normally work a [NUMBER]-hour week shall be [NUMBER] hours. A day of sick leave for employees working [NUMBER] or more hours per week shall be [NUMBER] hours.

Permanent part-time employees are entitled to sick leave as earned on a pro rata basis. No sick leave shall accumulate to seasonal or temporary employees. All sick leave payments are to be approved by [person who approves sick leave]. Thus, any employee who is ill is responsible for reporting his or her absence to the appropriate person within one hour after his or her designated time for reporting to work.

[YOUR COMPANY NAME]'S SMOKING POLICY

1. Written Policy

The employee will receive a copy of this policy in the employee's orientation packet. In addition, copies of the policy are posted in various locations throughout this facility including [Name locations; e.g., the break room]. Additional copies are available upon request.

2. Smoking in the Workplace

Because [Company name] is a private building not open to the general public, smoking at [Company name] is not governed by state law or local ordinance. [Company name] allows employees who have private offices to smoke in their offices. Employees who share offices must refrain from smoking in the office if any employee in that office objects. Smoking is not allowed in [List no smoking areas]; however, smoking is allowed in [List designated smoking areas]. Please observe the posted no smoking signs.

3. Smoking/No-Smoking Signs

To support its policy of not allowing smoking in other than designated smoking areas, [Company name] has posted "No Smoking" and "Smoking" signs in the appropriate areas. Each sign posted in an area where smoking is prohibited carries the internationally recognized symbol for no smoking; a red circle containing a lit cigarette with a line drawn diagonally through the circle. Please observe these signs at all times.

4. Non-discrimination

What the employee does outside of working hours and off [Company name]'s premises will not be the basis of any disciplinary action by [Company name]. Nor will [Company name] pursue a policy of discharging employees or refusing to hire applicants because they are smokers.

STATEMENT AND POLICY PROHIBITING ILLEGAL DISCRIMINATION AND HARASSMENT

Our company is committed to the principals of Equal Employment Opportunity and is committed to making employment decisions based on merit and value. We are committed to complying with all Federal, State, and local laws providing Equal Employment Opportunities, as well as all laws related to terms and conditions of employment. We desire to keep a work environment which is free of harassment or discrimination because of sex, race, religion, color, national origin, sexual orientation, physical or mental disability, marital status, age or any other status protected by Federal, State or local laws. We value diversity and are willing to employ men and women of all ethnic and racial groups, ranging in age from the teens to the sixties and older, and representing a broad spectrum of religions and national origins. The company will make every reasonable effort to accommodate those physical or mental limitations of an otherwise qualified employee, unless undue hardship would result for the company.

Just as the company bears a responsibility towards this policy, each of us must clearly communicate our disinterest in, or offense taken to, any perceived verbal or physical discrimination or harassment. We are all responsible for upholding this Equal Employment Opportunity policy and commitment. Equal Employment Opportunity laws afford each one of us the chance to succeed or fail based on individual merit.

Prohibited sexual harassment is defined as follows: “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

Our company will not tolerate any form of discrimination or harassment! Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment should immediately notify their supervisor, personnel administrator or other manager at the company. We will promptly investigate any claim and take appropriate action. We will seek to impose appropriate sanctions against any person found to be in violation of this policy. Such sanctions may include, but are not limited to, reprimand, suspension, demotion, transfer and discharge.

Our company prohibits retaliation against any employee who brings forth any complaint or assists in the investigation of any complaint.

If you feel we have not resolved your complaint, and after you have followed the company grievance procedure, you can complain to the [ASSOCIATION], or [AGENCY] found in the local phone book.



TELECOMMUTING POLICY

Employees allowed to telecommute from home or off-site, for some or all of their employment, remain subject to the terms and conditions of employment set forth in the employee handbook and elsewhere. In addition to their existing obligations and responsibilities telecommuters must agree to do the following:

1. Maintain a regular work schedule and an accurate accounting of what they work on and when.
2. Comply with all of the safety regulations that apply to an office. That means having a safe work environment free of clutter, exposed wiring, slippery surfaces, etc. Any employee who telecommutes grants a license to the company to inspect their work premise during normal work hours.
3. Not allow business visitors to their home or off-site work location without the express written permission from their supervisor.
4. Understand that the policies and procedures relating to legal compliance and ethics obligations remain in full force and effect while off-site.
5. Be responsible for any company equipment used off-site. The employee may be responsible for the cost of repair or replacement of any equipment if handled in a careless or reckless manner. The company is not responsible for personal equipment used without express written authorization from the company.
6. Maintain their work product in a safe and secure environment. Any confidential materials, trade secrets or proprietary information should be maintained under lock and key and appropriately discarded.
7. Understand that any injuries occurred at home, or off-site, are covered by the company's worker's compensation insurance coverage. The reporting requirements for a telecommuter related to a workplace injury are the same as if they worked on company premises.
8. Arrange for proper day care or elder care services so as not to interfere with getting your job done.
9. Remember that you are a representative of this company no matter where you are. Please use your best judgment at all times.

I understand and agree to the above.

EMPLOYEE

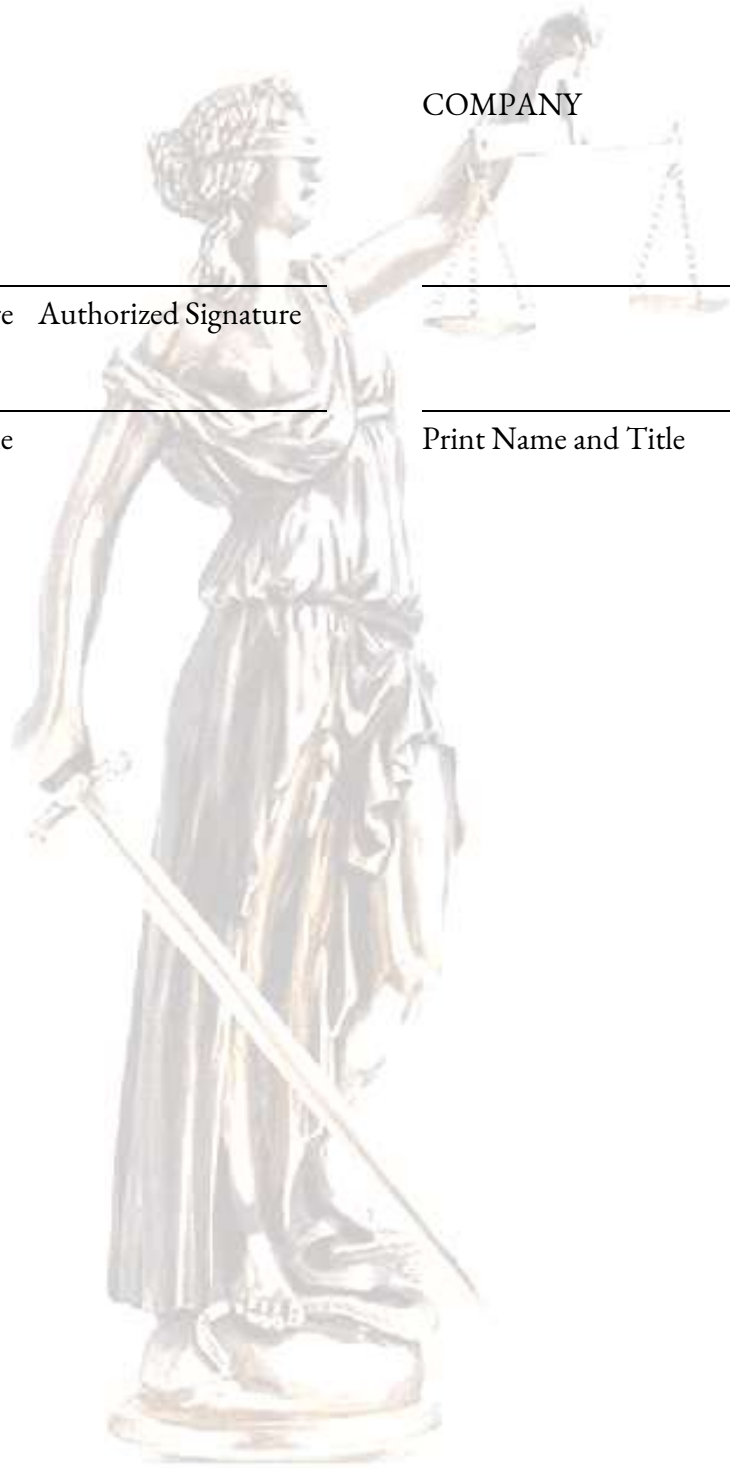
COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



THIRD PARTY CONFIDENTIAL AND PROPRIETARY INFORMATION

[Company] is very sensitive to the issue of protection of trade secrets and proprietary information. [Company] employees are expected to use good judgment, to adhere to high ethical standards, and to abide by any confidentiality obligations to former employers. [Company] employees shall not use, bring on the premises or otherwise disclose any proprietary or trade secret information of former employers or other third parties. All employees share responsibility to ensure that proper security is maintained.

Holiday / Vacation Policy

The following sample company policy statements are for holiday leave. Generally, holidays are paid leave with no loss of credit for the employee's length of service with the company. The policy below mentions Floating Holidays, which are a couple of days you designate each year just to give your employees a little more time off. If you don't want to offer Floating Holidays, you should remove the reference. If you want your policy to differ in other ways from the policy set out below, you should change this policy to reflect those differences. If you make substantive changes to this policy, however, you should have your attorney look over the changes. A list of holidays typically provided by employers is also included.

1. Annual Holidays

[Company name] observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Floating Holiday
- Personal Holiday

2. Paid Holidays

All full-time employees will receive holiday pay of eight straight time hours at their regular rate, provided the following conditions are satisfied:

1. Work a full shift on the employee's last scheduled work shift prior to the paid holiday.
2. Work a full shift on the employee's first scheduled work shift following the holiday.
3. Should the employee be unable to work either of these two days because of illness, proof of illness will be required in order to qualify for the paid holiday.

The shift differential for second and third shift employees will not be included in holiday pay. Holiday pay will not be paid if:

1. The employee has been on the payroll for less than [NUMBER] days.
2. The employee is on lay-off status.
3. The employee is a temporary or seasonal employee.
4. The employee is on leave of absence when the holiday occurs.
5. The employee is requested to work during a paid holiday and the employee refuse to do so.

Employees who are requested to work during a paid holiday will receive holiday pay plus regular pay.

3. Paid Holidays During Vacations and Weekends

If a holiday occurs during the employee's vacation, the employee's vacation will be extended by the number of holidays falling during the vacation period or an equal number of vacation days will be carried forward for future use.

If any scheduled paid holiday falls on a Saturday, the holiday will usually be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday will usually be observed as the holiday.

4. Overtime

Holidays are not considered a day worked for purposes of calculating overtime unless work is actually performed.

[The Floating Holiday clause below may be removed if it does not apply to your circumstances.]

5. Floating Holidays

In addition to the named holidays for which eligible employees will receive paid time off, [COMPANY] will schedule two floating holidays each year. Floating holidays will be scheduled so as to provide eligible employees with extended weekends by combining them with named holidays.

At the beginning of each calendar year, the employee will receive a complete schedule of paid holidays, including paid floating holidays.

[The Personal Holidays clause below may be removed if it does not apply to your circumstances.]

6. Personal Holidays

In addition to scheduled paid holidays, eligible employees are given two floating holidays annually to be used as personal time off. Before scheduling a personal holiday, the employee must obtain approval. Requests for personal holidays must be made in writing not less than [NUMBER] days in advance of the requested date.

7. Religious Holidays

[COMPANY] recognizes that there may be religious holidays (other than those already designated at holidays) that employees would like to observe. It may be possible to arrange these holidays as scheduled days off, authorized absences without pay or personal time off. Requests for time off to observe religious holidays must be approved.

8. Vacation Time

At the end of the employee's first year as a full-time employee of [COMPANY], an employee is entitled to [number] days of paid vacation. The employee's vacation days increase to [number] days after five years of continuous employment with [COMPANY], [number] days after [NUMBER] years of continuous employment with [COMPANY], and [number] days after [NUMBER] years of continuous employment with [COMPANY].

Vacation time may be taken in increments of one full day but in all cases must be prescheduled and pre-approved. One day of vacation for every five days that an employee is entitled to may be carried over to the following year, but must be used before [date].

[COMPANY] does not provide paid vacation time for part-time employees.

9. Vacation Pay

Vacation pay is the employee's regular rate of pay, excluding overtime or holiday premiums. If the employee's regular rate of pay varies from week to week, the employee's vacation pay will equal the employee's average weekly hours or scheduled hours in the previous calendar quarter not to exceed [NUMBER] hours.

Pay will not be granted in lieu of vacation time not taken.

10. Scheduling Vacations

[COMPANY] will attempt to grant all employees vacation at the time they desire to take it. However, [COMPANY] must maintain adequate staffing at all times. Therefore, vacations must be scheduled in advance and with prior written approval.

Where conflicts develop, they will be resolved as fairly as possible. Preference will be given to the more senior employee, the employee who can demonstrate the greater need for vacation at the conflicting time or the employee who makes the earliest request.

[The Plantwide Shutdown clause below may be removed if it does not apply to your circumstances.]

11. Plantwide Shutdown

It is [COMPANY] practice to have an annual shutdown of [period of time] during the month of [month]. All employees, with the exception of essential personnel, will take their normal vacations at this time. For those employees who are entitled to more than 10 days of vacation, the balance of that vacation must be scheduled. Employees who have been employed for less than one year receive paid vacation in the amount accrued as of the annual plant shutdown, providing they have completed six months of service at [COMPANY].

12. Holiday or Illness During Vacation

When a holiday occurs during the employee's vacation time, the employee will still receive pay for the holiday in addition to the employee's vacation pay or the employee may select another day off.

If the employee is hospitalized while on vacation, the time from the date of the employee's hospitalization until the employee's doctor releases the employee may, at the employee's option, be charged against the employee's short term disability benefits, rather than the employee's vacation time. If this happens, the employee must notify [Company]. If the employee becomes ill while on vacation, but the employee is not hospitalized, the employee's absence is charged against vacation time.

13. Termination and Vacation Pay

When employment ends for any reason, vacation time earned but not taken by the employee will be included in the employee's final paycheck. At the same time, vacation time taken in advance will be deducted from the final paycheck.

14. Vacation Accrual Methods

The following is a sample vacation accrual chart. You can modify your vacation accruals to reflect additional credit for any factor you feel deserve additional vacation as long as you are nondiscriminatory. If you make substantive changes to this policy, you should have your attorney look over the changes. Employees who have completed one year of service and who work a [NUMBER]-day, [NUMBER]-hour week, are entitled to vacation as follows:

Service	Vacation
6 months	[NUMBER] week
1 year	[NUMBER] weeks
2 years	[NUMBER] weeks, [NUMBER] days
3 years	[NUMBER] weeks, [NUMBER] days
4 years	[NUMBER] weeks, [NUMBER] days
5 years	[NUMBER] weeks, [NUMBER] days
6-10 years	[NUMBER] weeks
11 years	[NUMBER] weeks, [NUMBER] days
12 years	[NUMBER] weeks, [NUMBER] days
13 years	[NUMBER] weeks, [NUMBER] days
14 years	[NUMBER] weeks, [NUMBER] days
15-24 years	[NUMBER] weeks
25 or more years	[NUMBER] weeks

Vacation must be taken during the calendar year at times convenient to you and your supervisor.

[OR USE THE WAY TO CALCULATE ACCRUAL]

1-5 years of service: an employee earns [NUMBER] day per month up to a maximum of [NUMBER] day per year.

6-15 years of service: an employee earns [NUMBER] days per month up to a maximum of [NUMBER] days per year.

16-25 years of service: an employee earns [NUMBER] days per month up to a maximum of [NUMBER] days per year.

26 or more years of service: an employee earns [NUMBER] days per month up to a maximum of [NUMBER] days per year.

15. Vacation Accrual for New Employees

Vacation accrual based on years of service do not address new employees who are hired after the beginning of the year. Vacation to new employees during the year of hire is as schedule of vacation days based on month of hire.

The schedule could be set up as follows:

Month of Employment	Vacation Days
January	[NUMBER] days
February	[NUMBER] days
March	[NUMBER] days
April	[NUMBER] days
May	[NUMBER] days
June	[NUMBER] days
July	[NUMBER] days
August	[NUMBER] day
September-December	[NUMBER] days

16. Part-Time Accrual

Part-time employees may be eligible for vacation accrual on a pro-rata basis based upon their regular workweek.

Thus, under the accrual schedule above, a regular part-time employee (in the first through fifth year of service) who regularly works [NUMBER] hours per week could earn one vacation day per month up to a maximum of [NUMBER] days. One day of vacation would equal four hours ([NUMBER] hours per week divided by five days in the week) and the maximum vacation time that could be earned would be [NUMBER] hours ([NUMBER] days multiplied by four hours).

TIME OFF TO VOTE

It is the policy of [COMPANY] to give employees time off to vote.

1. Advance Request

Before taking time off to vote, the employee must make a written request for time off [number of days of advance notice] days before voting day.

2. Paid Absence

Time off to vote will be treated as a paid absence.

3. Voting Hours

The employee is allowed [number of hours] hours of time off to vote. Time off to vote is granted if the polls open fewer than [number of hours] hours prior to work starting time or close fewer than [number of hours] hours after quitting time. Time off to vote may be taken before coming in to work or at the end of the workday.

4. Covered Elections

This time off to vote policy applies to [types of elections – e.g., federal, state, local] elections.

VACATION POLICY

Vacation is paid by [Company name] to regular full-time employees as follows:

- First year of employment: [NUMBER] week
- Second through third year of employment: [NUMBER] weeks
- Third through tenth year of employment: [NUMBER] weeks
- Tenth through twentieth year of employment: [NUMBER] weeks
- Over twenty years of employment: [NUMBER] weeks

All employees are required to give at least [NUMBER month's] notice to their supervisor of their vacation plans. You are required to take your vacation within [NUMBER] calendar year after you earn it. You will not be eligible to receive pay instead of vacation time except with company permission or upon termination. Vacation time, which is taken prior to being earned, is considered an advancement of wages and, upon termination, will be deducted from your paycheck. Any conflict in vacation requests will be decided based on employee seniority and company needs. You will not be entitled to accrued vacation during periods when you are on personal leave of absence or if you are suspended from the company.

If a holiday occurs during your vacation period you will be granted one additional day of vacation. [If you are sick during your vacation period you may not count that day towards sick pay.] You must take vacation in a minimum of [NUMBER] week allotments unless specifically approved of by your supervisor.

You are not eligible for any paid vacation until you have completed one year of employment with the company. For example, if you leave the company after nine months of employment, you will not be eligible for any vacation pay benefits. After [NUMBER] year of employment, [NUMBER] weeks of vacation will accrue. After the second year of employment and onward, you will begin accruing vacation at subsequent anniversary dates.

Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a

“cap” equal to [vacation amount], further vacation accrual will stop. When the employee uses paid vacation time, and brings the available amount below the cap, vacation accrual will begin again up to the cap limit.

Employees will be paid for unused vacation time that has been accrued through the last day of work upon termination of employment.



GENERAL WORK RULES

[Company name] wants to encourage a safe and pleasant work atmosphere. This can only happen when everyone cooperates and commits to appropriate standards of behavior.

The following is a list of behaviors that the company considers unacceptable. Any employee found engaging in these behaviors will be subject to disciplinary actions including reprimand, warning, layoff, or dismissal:

1. Failure to be at the work place, ready to work, at the regular starting time.
2. Willfully damaging, destroying, or stealing property belonging to fellow employees or the company.
3. Fighting or engaging in horseplay or disorderly conduct.
4. Refusing or failing to carry out any instructions of a supervisor.
5. Leaving your work station (except for reasonable personal needs) without permission from your supervisor.
6. Ignoring work duties or loafing during working hours.
7. Coming to work under the influence of alcohol or any drug, or bringing alcoholic beverages or drugs onto company property.
8. Intentionally giving any false or misleading information to obtain employment or a leave of absence.
9. Using threatening or abusive language toward a fellow employee.
10. Punching another employee's time card or falsifying any record.
11. Smoking contrary to established policy or violating any other fire protection regulation.
12. Willfully or habitually violating safety or health regulations.
13. Failing to wear clothing conforming to standards set by the company.
14. Being tardy or taking unexcused absences from work.
15. Not taking proper care of, neglecting, or abusing company equipment and tools.
16. Using company equipment in an unauthorized manner.
17. Possessing firearms or weapons of any kind on company property.

POLICY ON AIDS

1. Introduction

The following outlines [Company name]'s policy and procedures for interacting with employees who have been medically diagnosed with or who are suspected of having the AIDS (Acquired Immune Deficiency Syndrome) virus.

2. Purpose

The purpose of the AIDS policy is to reassure employees that AIDS is not spread through casual contact during normal work practices and to reduce unrealistic fears about contracting an AIDS virus-related condition. This policy also protects the legal right to work of employees who are diagnosed with an AIDS virus-related condition and provides guidelines for situations where infection with the AIDS virus is suspected. Our policy is to encourage sensitivity to and understanding for employees affected with a condition of the AIDS virus.

3. General policy

We are committed to maintaining a healthy work environment by protecting the physical and emotional health and well-being of all employees in the workplace. We also have a continuing commitment to provide employment for people with physical disabilities who are able to work. This AIDS policy is a direct outgrowth of those commitments. It provides guidelines for situations when a question as to an AIDS virus-related condition arises. There are three major points:

- Employees who are diagnosed with an AIDS virus-related condition may continue to work if they are deemed medically able to work and can meet acceptable performance standards. We will provide reasonable performance standards and reasonable accommodation if necessary to enable these employees to continue working.
- We provide AIDS education for all employees to help them understand how the AIDS virus is spread and to reduce unrealistic fears of contracting an AIDS virus-related condition.
- The term "AIDS virus-related conditions" refers to the following four medically diagnosed conditions:
 1. presence of the AIDS antibody without symptoms of AIDS
 2. presence of an AIDS-Related Complex (ARC)

3. AIDS
4. central nervous system infection

4. Medical overview

Medical experts on AIDS virus-related conditions have informed us that there is *no* known risk of AIDS transmission between an affected employee and other employees through either casual or close contact that occurs during normal work activities.

An AIDS virus-related condition is not transmitted by breathing the same air, using the same lavatories, touching a common piece of paper, or using the same telephone. Transmission of the virus through oral secretions or tears is not a recognized risk according to medical authorities. Additionally, the virus is very fragile and has been found to be transmitted only through intimate exchange of bodily fluids (for example, blood or blood-contaminated tissue fluids such as semen or vaginal fluid).

The AIDS virus attacks the immune system, causing a breakdown in a person's normal protection against infection. This leaves the body vulnerable to life-threatening illnesses. In addition, the virus by itself can affect the nervous system.

Individuals of all sexual preferences are at risk of contracting an AIDS virus-related condition. According to medical experts, the AIDS virus is transmitted in the following ways: sexual contact through transmission of semen or vaginal fluids; intravenous drug administration with contaminated needles; administration of contaminated blood or blood products; and passage of the virus from infected mothers to their fetus or newborn. However, there is *no* evidence to suggest that pregnant women are particularly susceptible to any AIDS virus-related illness or condition. Recent medical evidence suggests that an AIDS virus-related condition can have an incubation period of several weeks, months or years before symptoms appear. Medical findings indicate that a person who has a positive antibody test will not necessarily develop an AIDS virus-related condition. The presence of the AIDS antibody is a sign of infection, not immunity, unfortunately.

As is true for any person with a life-threatening illness, a person diagnosed with an AIDS virus-related condition deserves and requires compassion and understanding. While that person is attempting to cope with his or her own vulnerability and fears, the support and understanding of friends and colleagues can be particularly valuable.

Some people have fears about contracting AIDS based on misinformation or lack of knowledge about how AIDS is spread. Education providing accurate medical information can best alleviate fears of contracting an AIDS condition.

5. Supervisor's responsibilities

The physical and emotional health and well-being of all employees must be protected, and reasonable accommodation for the medically impaired employee with an AIDS virus-related condition must be provided, as long as the employee is able to meet acceptable performance standards. To ensure these goals are met, the following guidelines are to be followed:

- Any employee diagnosed with an AIDS condition is entitled, as is any other employee, to confidentiality of their medical condition and medical records.
- If an employee with an AIDS condition requests job accommodation for his/her medical condition, the employee must obtain a written medical opinion that he/she (a) is medically able to work and (b) needs reasonable job accommodation in order to maintain employment.
- If it is deemed medically necessary, based upon current physical impairment, [Company name] and the employee's supervisor will work to bring about any reasonable job modification or job transfer of the employee with a diagnosed condition of AIDS.
- If a healthy employee refuses to work with an employee who is diagnosed with an AIDS condition and is medically approved as able to work, job transfer or other work accommodation for the healthy employee will only occur when medically indicated by written order of his/her physician. The medical order must be a signed medical statement requesting this job change. In the absence of a medical order, normal transfer procedures will be followed.

VIOLENCE IN THE WORKPLACE PREVENTION POLICY

Zero tolerance

This company has a policy of zero tolerance for violence. If you engage in any violence in the workplace, or threaten violence in the workplace, your employment will be terminated immediately for cause. No talk of violence or joking about violence will be tolerated.

“Violence” includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of this policy to ensure that everyone associated with this business, including employees and customers, never feels threatened by any employee’s actions or conduct.

Workplace security measures

In an effort to fulfill this commitment to a safe work environment for employees, customers, and visitors, a few simple rules have been created. These are:

- Access to the company’s property is limited to those with a legitimate business interest.
- All employees and employee vehicles entering the property must display company identification.
- All visitors and visitor vehicles must register and display identification while on the property.

All weapons banned

The company specifically prohibits the possession of weapons by any employee while on company property. This ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Employees are also prohibited from carrying a weapon while performing services off the company’s business premises.

Weapons include guns, knives, explosives, and other items with the potential to inflict harm. Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

Inspections

Desks, telephones, and computers are the property of the business. We reserve the right to enter or inspect your work area including, but not limited to, desks and computer storage disks, with or without notice.

The fax, copier, and mail systems, including e-mail, are intended for business use. Personal business should not be conducted through these systems. Under conditions approved by management, telephone conversations may be monitored and voice mail messages may be retrieved in the process of monitoring customer service.

Any private conversations overheard during such monitoring, or private messages retrieved, that constitute threats against other individuals can and will be used as the basis for termination for cause.

Reporting violence

It is everyone's business to prevent violence in the workplace. You can help by reporting what you see in the workplace that could indicate that a co-worker is in trouble. You are in a better position than management to know what is happening with those you work with.

You are encouraged to report any incident that may involve a violation of any of the company's policies that are designed to provide a comfortable workplace environment. Concerns may be presented to your supervisor.

All reports will be investigated and information will be kept confidential.

[The following additional provisions deal with programs that, in general, are limited to larger businesses with a substantial workforce. They may be included, as applicable.]

Training programs

As part of its commitment to preventing workplace violence, the company has established training programs for all employees. Training will be included as part of your orientation. Thereafter, you will be scheduled for annual refresher training during the month that you initially joined the business.

Please be advised that training is mandatory and attendance will be taken. If you fail to attend training or make-up sessions, you will be subject to suspension without pay until training is completed.

1. Education offerings

In order to promote a peaceful working environment, we encourage supervisors and employees to enroll in courses to learn more about working with each other. Courses covering communication, problem solving, building effective working relationships, stress management, and related or similar course topics are supported by tuition reimbursement, offered by our training department and, where appropriate, supported for attendance at outside seminars.

Employee assistance program

The company provides an employee assistance program (EAP) for all full-time and part-time employees. This EAP offers services to these employees and their eligible dependents. While we receive periodic reports on the number and types of visits or calls made to the EAP, we do not receive information about individual contacts with the EAP.

You are encouraged to use the EAP whenever you feel the need for guidance in coping with life's difficulties. If you have difficulty handling drugs or alcohol, the EAP can provide information on treatment. The EAP is a confidential service to be used when you need help.

Violence prevention team

We have created a violence prevention team to create and implement our workplace violence prevention program. The team will also handle the consequences of any incidents of violence that we experience, providing assistance to employees and information to the media. The team will take the steps necessary to continue or resume business. We believe that a multidisciplinary approach is best suited to handle workplace violence problems.

If you have suggestions for ways to improve the safety and security at work, please pass them along to a team member or leave a suggestion in any one of their mail boxes.

Incident management

In the event of a major workplace incident that affects, or has the potential to affect, the mental health of our workforce, we will provide initial counseling and support services to you and your immediate family members.

As the crisis passes and support systems are put into place for individuals affected by the incident, the company will make every effort to return to normal business operations. A reasonable effort will be made to notify employees, customers, stockholders, and others who need to know of the status of business operations directly whenever possible. In cases where direct contact is not possible or practical, an effort will be made to communicate through the news media and other available resources.

ACKNOWLEDGMENT OF OBLIGATIONS

This Acknowledgment of Obligations (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. I understand and acknowledge that during my employment with the Company I have received or been exposed to trade secrets of the Company including, but not limited to, the following:

[LIST TRADE SECRETS]

2. I acknowledge that I have read, signed and been furnished with a copy of my Employment Agreement with the Company. I certify that I have complied with and will continue to comply with all of the provisions of the Employment Agreement, including my obligation to preserve as confidential all of the Company's trade secrets.
3. I certify that I do not have in my possession, I have not retained copies of, nor have I failed to return: any system documentation, user manuals, modification reports, training instructions, formulas, compilers, data structures, algorithms, computer source code, notebooks, notes, drawings, proposals or other documents or materials (or extracts thereof), or equipment or other property belonging to the Company.

[OPTIONAL CLAUSE FOR USE WITH CREATIVE EMPLOYEES, SUCH AS PROGRAMMERS]

4. During my employment I contributed to the development of the Company's trade secrets. I acknowledge that, as provided in my Employment Agreement, all right, title and interest in and to any [SPECIFY TYPE OF WORK] conceived or developed by me, whether in whole or in part, during the course of my employment by the Company belongs to the Company.

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF PRE-EMPLOYMENT WORKS

This Assignment of Pre-Employment Works (the "Agreement") is made and effective this [Date],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grants, transfers, conveys and assigns to Company, its successors and assigns, all right, title, and interest in and to all work and materials relating to [IDENTIFY] identified as "[Name/Description of work]", including the copyright, patent, trade secret rights, and all other right, title, and interest therein, and consisting of all existing source code, object code, documentation, flow charts, design documents, and record and file layouts relating thereto, and all trademarks, service marks, logos and trade dress associated therewith, if any, (collectively the "Works"). This exclusive conveyance shall include, but is not limited to, the rights to publish, reproduce, transmit, adapt, prepare derivative works, sell, or otherwise make use of the Works (including all subsequent additions, revisions, supplements to, and versions of the Works and derivatives, regardless of length or nature) throughout the world, in any form or medium and in any language, and to license or otherwise transfer to others the rights commensurate herewith in connection with the Works.
2. The Assignor has not granted any license to use any of the Works, to anyone else except the following. All such licenses, if any, are hereby assigned to Company.

[List of Licenses].

3. Assignor hereby grants to Company, its successors and assigns, the right to file copyright and patent applications in [COUNTRY] and throughout the world for the Works in the name of Company, its successors and assigns. Assignor hereby agrees that Company, its successors and assigns may act as attorney-in-fact to execute any document deemed necessary to record this grant with the [COUNTRY] Copyright office or elsewhere. If requested, the Assignor agrees to execute any and all copyright, patent, or trade secret assignments, certificates, applications or documents requested by Company, its successors and assigns. The cost of recording and registering ownership rights in the Works shall be borne solely by Company, its successors and assigns.

COMPANY

ASSIGNOR

Signature Signature

Print Name and Title Print Name and Title



AUTHORIZATION, WAIVER AND RELEASE OF LIABILITY FOR CONSUMER CREDIT REPORT

In applying for employment with [Company name] (“Company”), I hereby authorize the Company, or any designated agent(s) working in the Company’s behalf to obtain and review my consumer credit report and or any other credit related information pertaining to me.

It is my understanding the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, before any adverse action is taken, based on upon review of such consumer credit report, I will be provided with a copy of said report as well as a summary of consumer’s rights.

I hereby fully release the Company, and any and all of its employees, directors, agents, successors and assigns, and all contributing parties or sources from whom any information is lawfully obtained, from any and all claims or liability which is in any way related to this or any subsequent investigation(s) of my credit history.

I hereby state that all information I have provided to the Company, in any form, is true to the best of my knowledge. I understand that any known misrepresentation made to the Company by me will exclude me from further consideration as a candidate for employment or advancement, and may result in termination of my employment with the Company if I am hired or advanced by the Company before such misrepresentation is identified. I fully understand this authorization, waiver and release of liability is not an offer or a contract for employment by the Company. It is also understood that the Company operates under an AT-WILL EMPLOYMENT POLICY and this authorization and release does not alter or affect this policy in any manner.

I would like to receive a free copy of any consumer credit report relating to me that is reviewed by the Company.

Yes No

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

BACKGROUND CHECK PERMISSION

This Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In connection with my application for employment with the Company, I hereby agree as follows:

1. General Consent to Background Investigation

As a condition of Company's consideration of my employment application, I give permission to Company to investigate my personal and employment history. I understand that this background investigation will include, but not be limited to, verification of all information on my employment application.

2. Consent to Contact Past Employers

I specifically give permission to Company to contact all of my prior employers for references. I further give permission to all current or previous employers and/or managers or supervisors to discuss my relevant personal and employment history with Company, consent to the release of such information orally or in writing, and hereby release them from all liability and agree not to sue them for defamation or other claims based upon any statements they make to any representative of Company. I further waive all rights I may have under law to receive a copy of any written statement provided by any of my former employers to Company. I further agree to indemnify all past employers for any liability they may incur because of their reliance upon this Agreement.

3. Consent to Contact Government Agencies

I further give permission to the Company to receive a copy of any information obtained in the file of any federal, state, or local court, or governmental agency concerning or relating to me. I further consent to the release of such information and waive any right under law concerning notification of the request for a release of such information. In the event a law does not provide for prospective employers to have

access to information, I hereby delegate Company as my agent for the receipt of information. I understand that the scope of this investigation will be limited as required by applicable law.

4. Cooperation With Investigation

I agree to fully cooperate in Company's background investigation, and to sign any waivers or releases that may be necessary or desirable to obtain access to relevant information. In the event that any former employer or federal, state, or local governmental agency will not release reference information or criminal history information directly to the employer, I agree to personally request such information to the extent permitted by law.

5. ENTire agreement

This Agreement represents the entire understanding and agreement relating to its subject matter. Company shall be entitled fully to rely on this Agreement. I understand that I have no guarantee of employment and that the Company may determine not to hire me for any lawful reason.

- 1.
- 2.

3. COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

- 4.

CHECKLIST OF EMPLOYMENT AGREEMENT

Issues from the Perspective of the Employee

This checklist is intended to outline the major issues associated with negotiating senior executive employment agreements. Portions of this list may not be applicable in particular circumstances and other matters not on this list may need to be addressed.

JOB DESCRIPTION

- What is the title of the Employee's job?
- What are the Employee's responsibilities?
- Can the Employee be demoted? Can Employee's responsibilities be substantially modified, decreased, or increased?
- Is Employee guaranteed a seat on the Board of Directors while an employee?
- Where is the place of employment? What are the regular working hours?
- Can Employee be relocated unilaterally to another city, or only with the Employee's consent?
- Is the Employee allowed to be involved in other activities (e.g., a directorship on other Boards, involvement in community activities)?

Salary

- What is the base salary? What about overtime? What about commissions?
- When is it payable?
- Does the salary go up each year by a designated amount or by cost of living increases?
- Are there designated times for performance reviews?

Bonuses

- Does Employee get a signing bonus?
- Is Employee entitled to a guaranteed bonus?
- Are there bonuses to be tied to objective performance standards?

- Are target bonus levels or minimum bonuses to be established?

Reimbursement of Expenses

- Will the Employee's business expenses be reimbursed promptly?
- Is there a car or car allowance, cellular phone provided, or other such amenities?
- Are moving expenses to be reimbursed?
- Is there a relocation package available for Employee (e.g., the Company purchasing Employee's house on a move?)

Benefits

- Will the Employee participate in all benefit plans of the Company?
- Which of these plans should be in place for the Employee? Are all of the payments for the benefits the responsibility of the Company?
 - Health and medical (including spouse and dependent coverage)
 - Disability
 - 401(k)
 - Pension
 - Cafeteria Plan
 - Life insurance
 - Stock Option/Stock Grant
 - Dental, Vision
 - Educational Reimbursement
 - Executive Financial Counseling
 - Professional Liability Insurance
- How much vacation per year is Employee entitled? Does unused vacation continue to accrue for the benefit of Employee and payable on termination of employment?
- Is there a designated sick pay policy?
- Any special loans or forgiveness arrangements?
- Are some of the benefits taxable to the Employee? Should Employee be reimbursed for the tax?

Term and Termination

- How long is the employment term?
- Is Employee given the right to terminate at the Employee's discretion prior to the end of the term?

- Does the Agreement get renewed automatically on a year-to-year basis unless the Company gives the Employee notice of non-renewal at least 90 days in advance of the end of the term?
- Is the employment "at will"?
- What are the grounds, if any, on which employers can terminate?
- What are the terms, if any, for compensation in the event of early termination?
- What are the circumstances that the Employee can be fired "for cause", such as:
 - Conviction of a felony or any act involving moral turpitude;
 - Commission of any act of theft, fraud, dishonesty or falsification of an employment record;
 - Material uncured breach of the Employment Agreement;
 - Failure to perform reasonable assigned duties; and/or
 - Improper disclosure of the Company's confidential information.
 - Lost of licenses
 - Disability
- Avoid "for cause" definitions that give the Company too much latitude for termination.
- Is Employee entitled to severance pay on termination? How much?
- If the Employee is terminated without cause, is it clear that Employee will get all salary and benefits that Employee would otherwise have been entitled to for the remaining term of the Agreement?
- If terminated without cause, is the Company required to continue paying for benefits or COBRA benefits for some period of time?

Liability Protection for the Employee

- Does the Company have Directors' & Officers' ("D&O") insurance coverage? Is the Company required to maintain a minimum amount of such coverage?
- Do the Company Bylaws provide for indemnification protection for officers and employees?
- Does the Company's Articles of Incorporation limit the liability of officers and directors to the maximum extent permitted by law?
- Is there an Indemnification Agreement that protects the employee, covering:
 - Indemnification protection for claims
 - Automatic advancement of legal expenses
 - Protection even if the Employee is no longer employed by the Company?
 - (Note statutory limitations on indemnification.)

Stock Option Grants

- Will Employee get stock options?

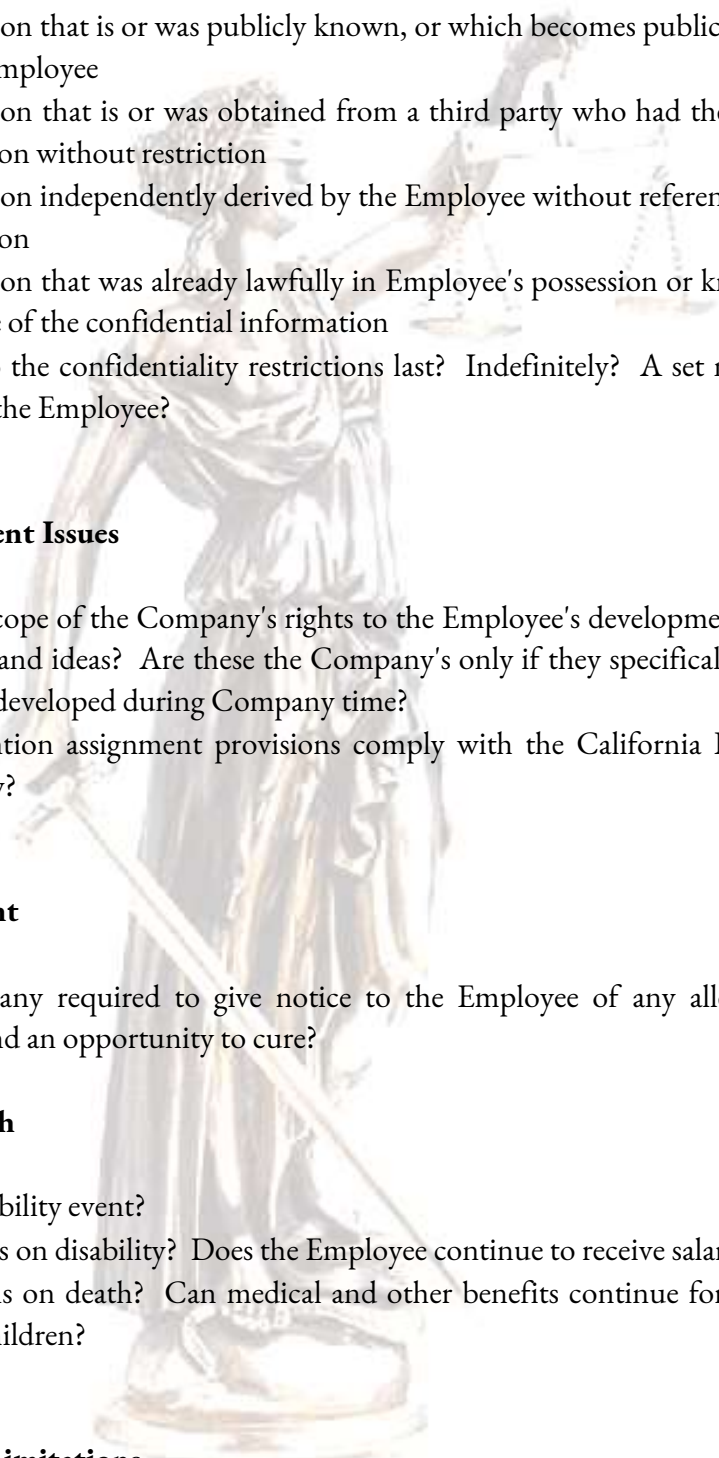
- What percent of the Company do the options represent? (Note: In venture capital backed privately held companies, the usual price for Common Stock options is 1/10 of the price for the latest round of Preferred Stock issuance.)
- What is the exercise price for the options?
- Are any options deemed automatically vested upon grant?
- How long will unvested options vest? monthly? yearly cliff vesting?
- How long is the option exercisable?
- Does the option exercise period terminate 90 days after termination of employment or can it be longer?
- Are the shares obtained upon exercise of an option subject to repurchase on termination of employment? If so, at what price? (From the Employee's perspective, repurchase rights should not be included or should be limited.)
- Are the shares obtained upon exercise of an option subject to a right of first refusal? If so, on what terms?
- Is the option a tax advantaged Incentive Stock Option?
- Does vesting of options accelerate on a change of control of the Company? Or, on other events such as termination of employment by the Company without cause?

Stock Grants

- Will the Employee be granted stock?
- Is this stock subject to vesting? What is the vesting period?
- Is this stock subject to repurchase rights or rights of first refusal?
- Should Employee file a § 83(b) IRC election?
- Does vesting accelerate on a change of control of the Company? Or, other event such as termination of employment by the Company without cause?
- Does Employee have to pay anything for the grant?
- What tax will the Employee have to pay for the Grant? Will the Company also pay Employee an amount to cover the tax?
- Does Employee have a right of first refusal for future Company stock issuances to avoid dilution?

Confidentiality Restrictions

- What restrictions have been imposed on the Employee by the prior employer?
- The Employee must be careful not to use or divulge confidential information of a prior employer – the new employer will often want a covenant from the Employee prohibiting such use or disclosure.

- 
- If there are confidentiality restrictions on the Employee, are the following excluded from the definition of "confidential information"?:
 - Information that is or was publicly known, or which becomes publicly known through no fault of Employee
 - Information that is or was obtained from a third party who had the right to disclose the information without restriction
 - Information independently derived by the Employee without reference to the confidential information
 - Information that was already lawfully in Employee's possession or knowledge prior to the disclosure of the confidential information
 - How long do the confidentiality restrictions last? Indefinitely? A set number of years after disclosure to the Employee?

Invention Assignment Issues

- What is the scope of the Company's rights to the Employee's development of new inventions, trade secrets, and ideas? Are these the Company's only if they specifically relate to Company business and developed during Company time?
- Do the invention assignment provisions comply with the California Labor Code or other applicable law?

Breach of Agreement

- Is the Company required to give notice to the Employee of any alleged breaches of the Agreement and an opportunity to cure?

Disability and Death

- What is a disability event?
- What happens on disability? Does the Employee continue to receive salary and benefits?
- What happens on death? Can medical and other benefits continue for some period for the spouse and children?

Post-Employment Limitations

- Are there limitations on the Employee soliciting Company employees? For what period?
- Is there a covenant not to compete after termination of employment?
 - For what geographic regions?
 - For what period?
 - How can the covenant be limited?
 - Are the restrictions enforceable under applicable law?

Dispute Resolution

- How are disputes to be resolved?
- Should arbitration be considered?
- In what city must disputes be brought if litigated or arbitrated?

Golden Parachute

- In the event of a change of control of the Company, is Employee entitled to terminate employment and receive a "golden parachute" payment (e.g., two or three times the yearly salary)?
- What are the tax implications of the golden parachute payment? Will the Company also gross up the parachute payment to cover the tax?
- Will the Company reimburse the Employee's expenses in connection with an IRS audit claiming additional tax?

Representations and Warranties of the Company

- Are there specific representations and warranties of the Company that should be set forth (e.g., financial resources, venture capital backing)?
- Has Employee been promised something orally that should be reflected in the Employment Agreement?

Miscellaneous Provisions

- Is the Company prohibited from assigning the Agreement?
- Is there an attorneys' fees clause where the prevailing party in a dispute would be entitled to recoup its attorneys' fees incurred?
- Choice of Law
- Integration Clause

CHECKLIST FOR EMPLOYMENT AGREEMENTS

Special Definitions

Description of Job Duties:

- Name of position
- Essential job functions or duties
- Duty of loyalty and best efforts
- Place and hours of employment

Length of Agreement:

- Original term
- Extension of agreement

Benchmarks and Performance Terms:

- Production benchmarks
- Marketing benchmarks
- Overhead benchmarks
- Skills enhancement
- Other benchmarks

Compensation Terms:

- Base compensation (salary, hourly or commission)
- Overtime exempt status
- Commission arrangements including when "earned", draws, and effect of termination on pending deals
- Incentive programs
- Expenses, allowances, etc.
- Salary adjustments

Benefits:

- Health, dental, vision, life, disability and professional liability insurance
- Professional licenses & memberships
- Vacation
- Holidays
- Stock options, bonuses, profit sharing, raises and retirement
- Educational reimbursement

Termination

- Definition of “at will” or “cause” if “for cause” agreement
- Disability
- Loss of licensure

Covenants:

- Non-disclosure of trade secrets, customer lists and other proprietary information
- Non-solicitation agreement
- Non-recruit agreement
- Adherence to company policies, rules and regulations
- Covenant to notify management of unlawful acts or practices

Property Rights:

- Existing clientele of employee
- New clientele generated while at work
- Records and accounts
- Return upon termination
- Copyrights, inventions and patents
- "Work for hire" issues

Indemnification for Third Party Claims

Mediation and Arbitration Provisions

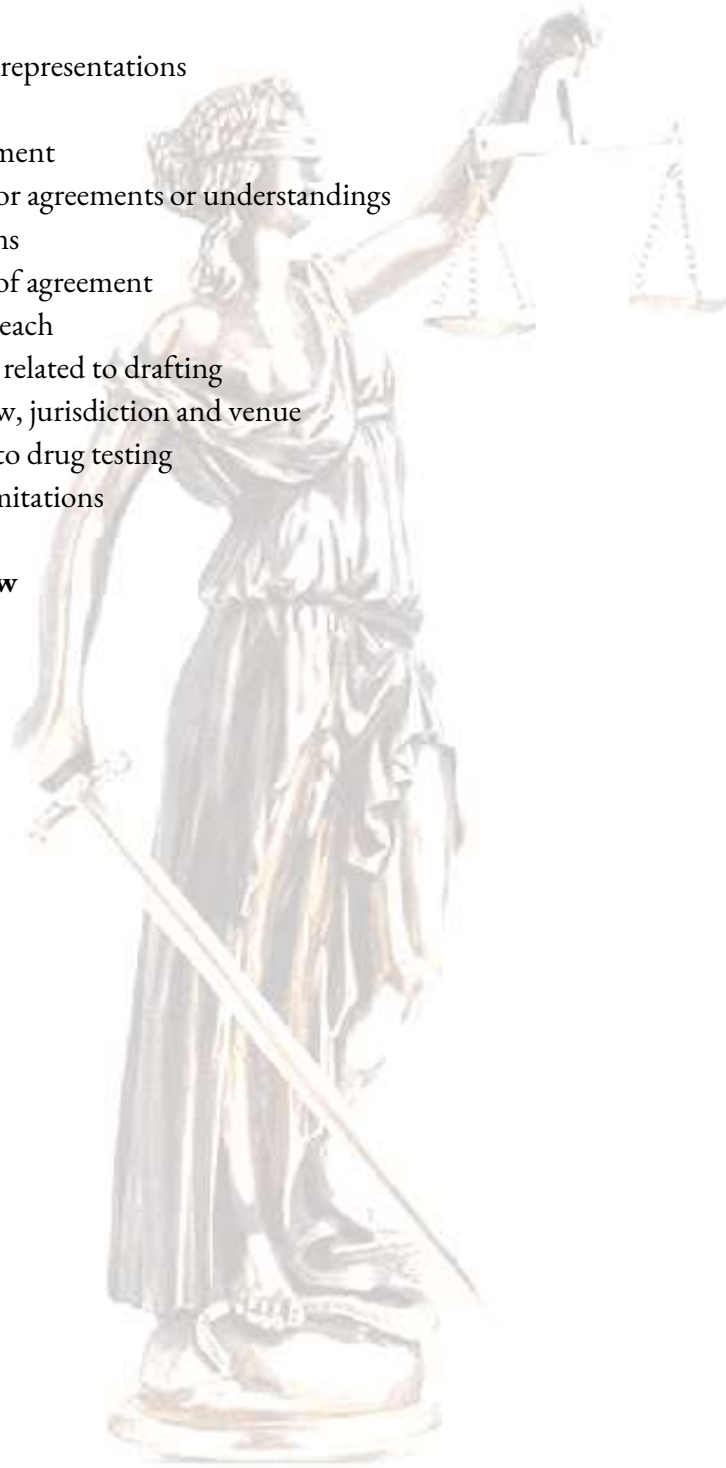
Liquidated Damages and Limits on Damages

Attorney's Fees and Costs

Miscellaneous Clauses:

- Accuracy of representations
- Notices
- Entire agreement
- Effect of prior agreements or understandings
- Modifications
- Severability of agreement
- Waiver of breach
- Ambiguities related to drafting
- Choice of law, jurisdiction and venue
- Submission to drug testing
- Statute of limitations

Attorney review



COMMISSION SALES AGREEMENT

This Commission Sales Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [COMMISSION AGENT NAME] (the "Agent"), an individual with his main address at:

AND: [PRINCIPAL NAME] (the "Principal"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Whereas the Principal wishes to market the product(s) described in Schedule A (the "Product(s)");

whereas Agent is prepared to sell the Product(s) on behalf of the Principal in return for a commission;

It is agreed as follows:

1. SELLING RIGHTS

- a. The Principal grants the Agent an exclusive right to sell the Product(s) on behalf of the Principal within the territory described in Schedule B for a period of [PERIOD] commencing [DATE] (the "Selling Rights").
- b. The Agent may not sell or attempt to sell the Product(s) outside of the territory described in Schedule B.
- c. The Agent shall use his best efforts to sell the Product(s) for the duration of the Selling Rights. At the request from time to time of the Principal, the Agent shall furnish the Principal with a reasonably detailed, written report on his efforts to sell the Product(s) in the period specified by the Principal.
- d. The Agent shall clearly identify himself as a duly authorized sales agent of the Principal in the course of his efforts to sell the Product(s) on behalf of the Principal and may not sell the Product(s) in his own name.

2. PRODUCT PRICES

The Principal shall fix the selling price(s) of the Product(s) and the Agent may only sell the Product(s) at the selling price(s) fixed by the Principal.

3. ORDERS

- a. The Agent shall obtain written orders for the Product(s) from buyers, signed by or on behalf of the buyers, and remit the orders to the Principal.
- b. The Principal shall use its best efforts to fill orders duly remitted by the Agent in accordance with this agreement as expeditiously as possible.

4. COMMISSION

- a. The Principal shall pay the Agent a commission of [NUMBER]% of the selling price, exclusive of any sales taxes, of each order or part of each order of Product(s) duly remitted by the Agent in accordance with this agreement which is paid for in full, inclusive of any sales taxes, and which is not subsequently returned for a refund.
- b. The Principal may accept the return of Product(s) for a refund or partial refund in its sole discretion.
- c. The Agent is not entitled to any compensation for services performed or expenses incurred in connection with this agreement other than as set out in this agreement.

5. TRAINING

At the request of the Agent, the Principal shall train the Agent in the proper use of the Product(s).

6. ADVERTISING AND INFORMATION MATERIALS

For the duration of the Selling Rights, the Principal shall furnish the Agent, at the Principal's cost, with reasonable quantities of advertising and user information materials, including demonstration Product(s), to aid the Agent in selling the Product(s).

7. PRODUCT IMAGE

The Agent shall not do or permit anything to be done to prejudice the market image of the Product(s) or the Principal.

8. RESTRAINT OF COMPETITION

The Agent shall not sell, or in any way assist anyone else to sell, any products that compete with the Product(s) of the Principal within the territory described in Schedule B for the duration of the Selling Rights and for the calendar year immediately following termination of the Selling Rights.

9. CONFIDENTIALITY

The Agent shall keep the Principal's business secrets, including but not limited to customer, supplier, logistical, financial, research and development information, confidential and shall not disclose them to any third party during and after termination of the Selling Rights.

10. SUMMARY TERMINATION OF SELLING RIGHTS

If the Agent breaks any term of this agreement, the Principal may summarily terminate the Selling Rights on notice in writing to the Agent.

11. TERMINATION CONSEQUENCES

On termination of the Selling Rights for any reason, the Agent shall immediately cease to describe himself as an authorized sales agent of the Principal and cease selling the Product(s).

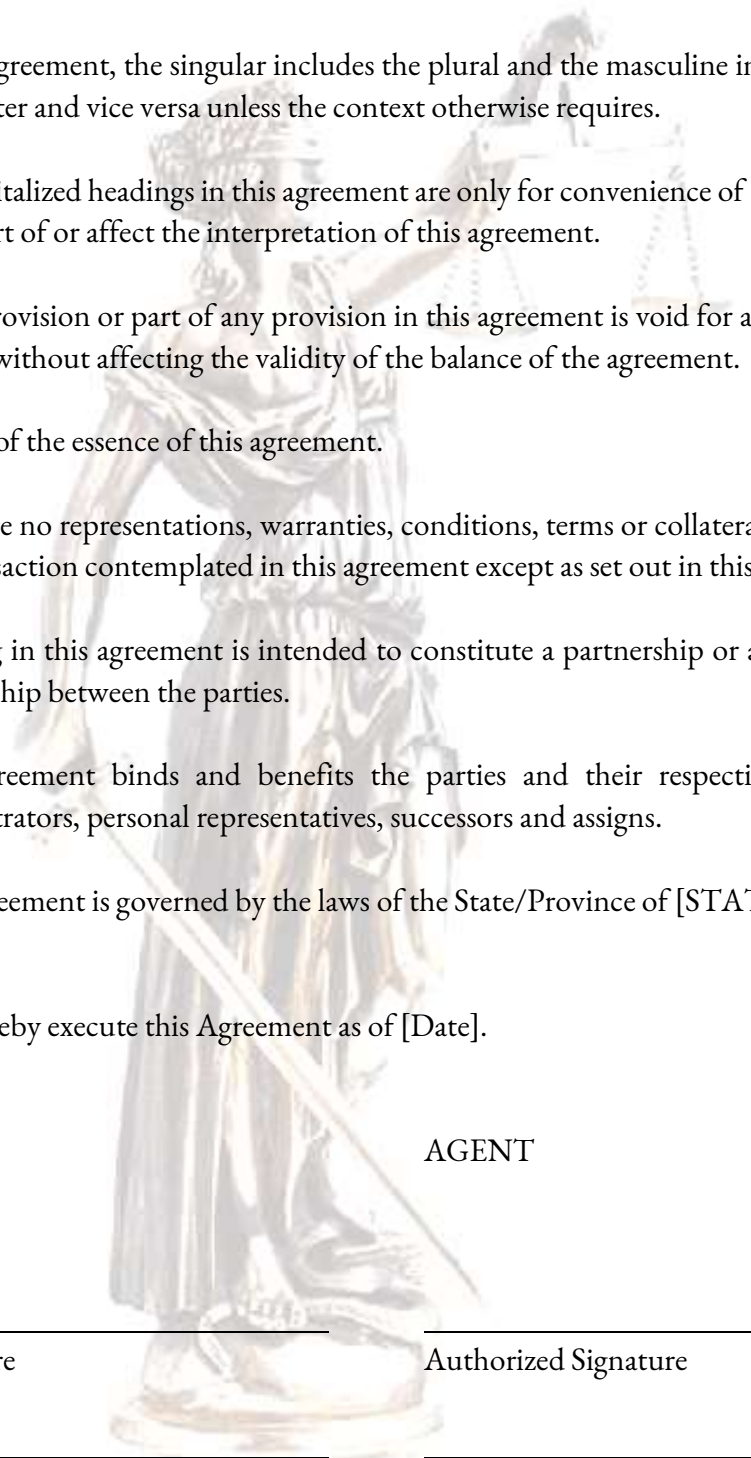
12. ASSIGNMENT

The Agent shall not assign the benefit of this agreement or subcontract his obligations under this agreement without the consent in writing of the Principal, which consent may be withheld without good reason.

13. FIDUCIARY RELATIONSHIP

The Agent accepts and acknowledges that the terms of this agreement are in addition to and do not detract from the ordinary fiduciary duties owed by the Agent to the Principal.

14. MISCELLANEOUS

- 
- a. In this agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.
 - b. The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.
 - c. If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.
 - d. Time is of the essence of this agreement.
 - e. There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.
 - f. Nothing in this agreement is intended to constitute a partnership or a master and servant relationship between the parties.
 - g. This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.
 - h. This agreement is governed by the laws of the State/Province of [STATE/PROVINCE].

The Parties each hereby execute this Agreement as of [Date].

PRINCIPAL

AGENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

5.



CONFIDENTIALITY AND INVENTION AGREEMENT

This Confidentiality and Invention Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the Employee relationship with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, the undersigned Employee, agrees that:

1. TermS of Agreement

This Agreement shall continue in full force and effect for the duration of the relationship between the Employee and the Company and shall continue thereafter until terminated through a written instrument signed by both parties.

For purposes of this Agreement, "Affiliate" shall mean any person or entity that shall directly or indirectly controls, is controlled by, or is under common control with the Company.

2. Confidentiality

2.1. Definitions

"Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, Employees, or business associates, which was produced by any employee or Employee of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means,

shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

- d. Formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;
- e. Information about costs, profits, markets, sales, contracts and lists of customers, and distributors;
- f. Business, marketing, and strategic plans; forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and employee personnel files and compensation information.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

2.2. Existence of Confidential Information

The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to the Employee, but also information developed or learned by the Employee during the course of the relationship with the Company.

2.3. Protection of Confidential Information

The Employee will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in the assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after the relationship with the Company. In the event the Employee desires to publish the results of the work for the Company through literature or speeches, the Employee will submit such literature or speeches to the President of the Company at least [NUMBER] days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be prejudicial to the interests of the Company, or may constitute an invasion of its privacy. The Employee agrees not to publish, disclose or otherwise disseminate such information without prior written approval of the President of the Company. The Employee acknowledges that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.

2.4. Delivery of Confidential Information

Upon request or when the relationship with the Company terminates, the Employee will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

2.5. Location and Reproduction

The Employee shall maintain at its workplace only such Confidential Information as the Employee has a current "need to know." The Employee shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. The Employee shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.

2.6. Prior Actions and Knowledge

The Employee represents and warrants that from the time of the first contact with the Company the Employee held in strict confidence all Confidential Information and has not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.

2.7. Third-Party Information

The Employee acknowledges that the Company has received and in the future will receive from third parties their confidential information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee agrees that it will at all times hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform the obligations hereunder and as is consistent with the Company's agreement with such third parties.

2.8. Third Parties

The Employee represents that the relationship with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. The Employee will not disclose to the Company or use on its behalf any confidential information belonging to others and will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. Proprietary Rights, Inventions and New Ideas

3.1. Definition

The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (1) relate to the Company's current or contemplated business; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by the Employee for the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to the Employee; or (6) result from the access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

3.2. Company Ownership

All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. The Employee shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that the Employee should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, the Employee agrees to assign to the Company, without further consideration, its entire right, title and interest in and to each and every such Subject Idea and Invention.

3.3. Disclosure

The Employee agrees to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.

3.4. Maintenance of Records

The Employee agrees to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by the Employee (solely or jointly with others) during the term of the relationship with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.

Determination of Subject Ideas and Inventions

The Employee further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that the Employee does not believe to be a

Subject Idea or Invention, but that is conceived, developed, or reduced to practice by the Company (alone by the Employee or with others) during the relationship with the Company and for one (1) year thereafter, shall be disclosed promptly by the Employee to the Company. The Company shall examine such information to determine if in fact the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

3.5. Access

Because of the difficulty of establishing when any Subject Ideas or Inventions are first conceived by the Employee, or whether it results from the access to Confidential Information or Company Materials, the Employee agrees that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from its access to Company Materials if: (1) it grew out of or resulted from the work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by the Employee or with its significant aid, within one year after termination of the relationship with the Company.

3.6. Assistance

The Employee further agrees to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

- a. To apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and;
- b. To defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and;
- c. To cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.

3.7. Authorization to Company

In the event the Company is unable, after reasonable effort, to secure the Employee's signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of the Employee's physical or mental incapacity or for any other reason whatsoever, the

Employee hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and on its behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by the Employee. The Employee's obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of the relationship with the Company, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by the Employee at the Company's request on such assistance.

3.8. Acknowledgement

The Employee acknowledges that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which I desire to exclude from the operation of this Agreement. To the best of the Employee's knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between the Employee and any other person (including any business or governmental entity).

3.9. No Use of Name

The Employee shall not at any time use the Company's name or any the Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

4. Competitive Activity

4.1. Acknowledgment

The Employee acknowledges that the pursuit of the activities forbidden by Section 4.2 below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

4.2. Prohibited Activity

To prevent the above-described disclosure, misappropriation and breach, the Employee agrees that during the relationship and for a period of [NUMBER] year thereafter, without the Company's express written consent, the Employee shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts its business, unless the Employee can prove that any action taken in contravention of this subsection (ii) was done without the use in any way of Confidential Information.

5. Representations and Warranties

The Employee represents and warrants (i) that it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with its undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that the Employee will not use in the performance of its responsibilities for the Company any confidential information or trade secrets of any other person or entity; and (iv) that the Employee has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

6. Termination Obligations

- a. Upon the termination of the relationship with the Company or promptly upon the Company's request, the Employee shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by, or prepared by the Employee in the course of or incident to the relationship with the Company, that are in its possession or under its control.
- b. The Employee's representations, warranties, and obligations contained in this Agreement shall survive the termination of the relationship with the Company.
- c. Following any termination of the relationship with the Company, the Employee will fully cooperate with the Company in all matters relating to its continuing obligations under this Agreement.
- d. The Employee hereby grants consent to notification by the Company to any of its future companies the Employee consults with about its rights and obligations under this Agreement.
- e. Upon termination of its relationship with the Company, the Employee will execute a Certificate acknowledging compliance with this Agreement in the form reasonably requested by the Company.

7. Injunctive Relief

The Employee acknowledges that its failure to carry out any obligation under this Agreement, or a breach by the Employee of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. The Employee further agrees that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. The Employee also understand that other action may be taken and remedies enforced against the Employee.

8. Modification

No modification of this Agreement shall be valid unless made in writing and signed by both parties.

9. Binding Effect

This Agreement shall be binding upon the Employee, its heirs, executors, assigns and administrators and is for the benefit of the Company and its successors and assigns.

10. Governing Law

This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of [state/province],

11. Integration

This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to the Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.

12. Construction

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.

13. Attorneys' Fees

Should either the Employee or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

14. Severability

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

15. Rights Cumulative

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or the Employee (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.

16. Nonwaiver

The failure of either the Company or the Employee, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by the Employee must be in writing and signed by either the Employee, if the Employee is seeking to waive any of its rights under this Agreement, or by an officer of the Company or some other person duly authorized by the Company.

17. Notices

Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered or sent by regular mail, with postage prepaid, to the Employee's principal office, or to the Company's principal office, as the case may be.

18. Agreement to Perform Necessary Acts

The Employee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

19. Assignment

This Agreement may not be assigned without the Company's prior written consent.

20. Compliance with Law

The Employee agrees to abide by all federal, state, and local laws, ordinances and regulations.

21. Acknowledgment

The Employee acknowledges having had the opportunity to consult legal counsel in regard to this Agreement, having read and understand this Agreement, that the Employee is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on its own judgment and not on any representations or promises other than those contained in this Agreement.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE EMPLOYEE'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE EMPLOYEE MAY DEVELOP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

6.

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: EMPLOYMENT AGREEMENT ATTACHED

Dear [Employee Name],

Attached you will find the draft of your proposed Employment Agreement. Please understand that the terms set forth in this draft will only come into effect once the agreement is actually signed by all parties. We hope you will find the terms of the proposed agreement to be acceptable.

Please review it carefully. If you feel it is necessary, please consult with an attorney before signing it. Should you have any questions regarding the Agreement or any other matter, please do not hesitate to give me a call.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: FAIR CREDIT ACT DISCLOSURE NOTICE

Dear [Contact name],

This is to inform you that, as part of our procedure for processing your employment application,

[or]

In making this application for employment,

it is understood that an investigation of your credit history may be made, whereby information is obtained through personal contact with individuals with whom you are acquainted. Inquiries will include checking records that can include information as to your character, general reputation, personal characteristics and mode of living. You have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

DRUG TESTING CONSENT AGREEMENT

This Drug Testing Consent Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In connection with my application for employment with the Company, I hereby agree as follows:

1. TERMS

I have applied for employment with [COMPANY] in a position that requires me to operate an automobile or truck. As a condition for my application being considered, I understand and agree to undergo substance screening. I understand that if my test results are positive, I shall not be considered further by [COMPANY] for a car or truck driver position.

I hereby authorize any physician, laboratory, hospital or medical professional retained by the Company for screening purposes to conduct such screening and to provide the results to the Company and I release the Company and any person affiliated with [COMPANY] and any such institution or person conducting the screening, from liability therefore.

This Agreement represents the entire understanding and agreement relating to its subject matter. Company shall be entitled fully to rely on this Agreement. I understand that I have no guarantee of employment and that the Company may determine not to hire me for any lawful reason.

7.

8. EMPLOYEE

COMPANY

9.

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

10.

EMPLOYEE AUTHORSHIP CERTIFICATE

This Employee Authorship Certificate (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

The undersigned employee Employee of the Company hereby gives these representations and warranties for the purpose of assuring to the Company, and any other parties who may rely hereupon, that the Company has all right, title and interest in certain Proprietary Creations over which ownership is claimed by the Company. The employee specifically intends that the representations and warranties contained herein may be relied upon by any party that is contemplating an acquisition, license, right to distribute, or any other interest in and to any Proprietary Creations covered hereby.

NOW THEREFORE, the undersigned Employee hereby represents, warrants, acknowledges, certifies and agrees as follows:

1. That the Employee has carefully considered and investigated each of the representations, warranties and acknowledgements and the factual circumstances involved with each such representations, warranty and acknowledgements set forth herein.
2. That the Employee gives these representations, warranties and acknowledgements with full knowledge and intent that they may and will be relied upon by third parties who are entering or contemplating a potential legal relationship with the Company involving the Proprietary Creations.
3. That the Employee is the author of the Proprietary Creations described in Exhibit "A" attached hereto ("Employee Creations"); no other party had any input or hand in the conception, development, creations, planning or reduction to practice of the Employee Creations; and the Employee Creations were developed solely by the Employee, on Employee's own time and using the Employee's own materials, during the time spans identified adjacent to the applicable Employee Creation as designated on Exhibit "A."
4. That the Employee was a contributing author of the Proprietary Creations described in Exhibit "B" attached hereto ("Collective Creations"); only the parties listed in Exhibit "B" adjacent to the relevant work had any input or hand in the conception, development,

creations, planning or reduction to practice of the Employee Creations; and the Employee's contributions to the Collective Creations were developed solely by Employee, on Employee's own time and using the Employee's own materials, during the time spans identified adjacent to the applicable Employee Creation as designated on Exhibit "B."

5. For purposes hereof, the Employee Creations and the Employee's contributions to the Collective Creations shall be referred to herein as the "Proprietary Creations."
6. The Employee has assigned all of Employee's right, title, and interest in and to the Proprietary Creations to the Company and pursuant to such assignments, the Company has obtained full right, title and interest in and to the Proprietary Creations, including but not limited to (i) all rights of a copyright owner, including but not limited to all of the exclusive rights provided by the United States Copyright Act, (ii) all patent, trade secret and other proprietary rights of every nature and type, (iii) the right to sell, lease, license, exchange, convey and assign the proprietary Creations, (iv) the right to publish, distribute, copy, publicly perform and display any and all of the Proprietary Creations, alone or in conjunctions with other works, (v) the right to modify, amend, enhance, upgrade, improve, and create derivative works based in whole or in part on the Proprietary Creations, and (vi) the right to take any and all steps necessary to secure and assert the Companies rights as aforesaid.
7. Except for the integration or use of the pre-existing works of other parties as listed in Exhibit "C" attached hereto, the Proprietary Creations do not infringe upon or otherwise violate the proprietary rights of any third party, including but not limited to patents, trademarks, copyrights, trade secrets, privacy rights, moral rights, or any other proprietary rights provided under any state or federal law.
8. The Employee has received and has made a valid assignment of a license to use the pre-existing works defined in Exhibit "C" on a non-royalty basis, in perpetuity, anywhere within the world from the owner of said pre-existing works.
9. The Employee has not exploited the Proprietary Creations for Employee's own purposes or for the purposes or benefit of any other party other than the Company.
10. No claim is pending, has been threatened, nor but for the passage of time will be pending, threatened or will accrue that could have a direct or indirect effect on the Proprietary Creations.

11. The Proprietary Creations were not created during the Employee's employment for any other employer or as a work for hire of any other party. The Proprietary Creations or the use and distribution thereof, will not violate any non-compete, non-solicitation or any other restrictive covenant contained in any employment agreement or other agreement that the Employee may have had with any other employer or party.
12. All proprietary software programs and other tools used by the Employee in the creation of the Proprietary Creations were duly and validly licensed for use by the Employee and were used within the scope of the applicable license agreement when creating the Proprietary Creations.

IN WITNESS WHEREOF, the Employee has executed this Authorship Certificate with full knowledge of its content and significance and with full knowledge that other parties will rely on the content hereof when making important business decisions and entering potential transaction.

11. COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

12.
EXHIBIT A
EMPLOYEE CREATIONS

EXHIBIT B
COLLECTIVE CREATIONS

EXHIBIT C
PRE-EXISTING WORKS

EMPLOYEE NON-COMPETE AGREEMENT

This Employee Non-Compete Agreement (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. COVENANT NOT TO COMPETE

For good consideration and as an inducement for Company to employ Employee, if such employment is terminated for any cause, employee shall not, for a period of [TIME PERIOD] years after leaving the employment, engage directly or indirectly, either personally or as an employee, associate partner, partner, manager, agent, or otherwise, or by means of any corporate or other device, in the [type of enterprise] business within [GEOGRAPHICAL AREA] [if appropriate, add: nor shall employee for such period and in such localities solicit orders, directly or indirectly, from any customers of Company, or from any customers of its successor, for such products as are sold by Company or its successor, either for (himself or herself) or as an employee of any person, firm, or corporation].

2. DEFINITION OF THE TERMS

The term "not compete" as used herein shall mean that the Employee shall not own, manage, operate, consult or to be employed in a business substantially similar to, or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

Competition means owning or working for a business of the following type: [specify type of business employee may not engage in].

3. TRADE SECRETS

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her won behalf or disclose same to any third party.

The Employee will take necessary actions to keep the Company's business secrets, including but not limited to customer, supplier, logistical, financial, research and development information, confidential and not to disclose the Company's business secrets to any third party during and after the term of the Employee's employment.

4. SPECIFIC ACCOUNT NON-COMPETITION CLAUSE

On the termination of the Employee's employment with the Company for any reason, the Employee will not solicit any customer of the Company that was a customer of the Company during the course of the Employee's employment with the Company, whether or not still a customer of the Company and whether or not knowledge of the customer is considered confidential information, or in any way aid and assist any other person to solicit any such customer for a period of [TIME PERIOD] from the date of termination of the Employee's employment.

5. INDEMNIFICATION

Employee agrees to pay liquidated damages in the amount of [dollar amount] for any violation of the covenant not to compete contained in this Agreement.

6. BINDING AGREEMENT

If any part of these promises is void for any reason, the undersigned accepts that it may be severed without affecting the validity or enforceability of the balance of the promises.

This non-compete agreement shall extend only for [GEOGRAPHICAL AREA] and shall be in full force and effect for [NUMBER] years, commencing with the date of employment termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [place of execution] on the date indicated below.

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EMPLOYEE NON-DISCLOSURE AGREEMENT

This Employee Non-Disclosure Agreement (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of employment by Company and disclosure by Company of confidential and trade secret information, the undersigned Employee hereby covenants and agrees as follows:

1. Confidentiality

Employee acknowledges that in the course of Employee's employment by Company, Employee will be exposed to valuable confidential and trade secret information of Company. Employee agrees to treat all such information as confidential and to take all necessary precautions against disclosure of such information to third parties during and after the term of this Agreement.

Employee acknowledges that trade secrets of the Company will consist of but will not be necessarily limited to:

- a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
- b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

Employee understands that this Agreement does not and will not prevent him/her from working for any other Company subsequent to the termination of his/her employment with the Company as long as the Employee does not use or disclose any such confidential and proprietary information.

2. Use

Employee shall not use Company's confidential and trade secret information, except to the extent necessary to provide services or goods requested by Company.

3. Enforcement

The Employee agrees that if he/she commits a breach of any of the provisions of this Agreement, the Company shall have the right to enforce this Agreement in any court having equity jurisdiction. Employee acknowledges and agrees that any such breach of this Agreement will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. In addition, the Company shall have any other rights and remedies available at law or in equity.

4. Termination

All materials furnished to Employee by Company, and all materials prepared by Employee in connection with Employee's employment by Company, including without limitation documents, models, source code, designs, flowcharts and listings, along with all copies made thereof, shall be returned promptly to Company upon termination of Employee's employment by Company.

5. Ownership

Employee agrees that all developments made and works created by Employee or under Employee's direction in connection with Company assignments shall be the sole and complete property of Company, that any and all copyrights and other proprietary interests therein shall belong to Company, and that the other provisions of this Agreement shall fully apply to all such developments and works.

6. Governing Law

This Agreement shall be construed in accordance with the laws of the state of [STATE/PROVINCE].

7. INDEMNIFICATION

Employee agrees to pay liquidated damages in the amount of [dollar amount] for any violation of the covenant not to disclose confidential information contained in this Agreement.

8. BINDING AGREEMENT

If any part of these promises is void for any reason, the undersigned accepts that it may be severed without affecting the validity or enforceability of the balance of the promises.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [place of execution] on the date indicated below.

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EMPLOYEE PROPRIETARY RIGHTS ACKNOWLEDGEMENT

This Employee Proprietary Rights Acknowledgment (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. During the course of my employment, I have, and in the future may, develop certain work product within the scope of my job responsibilities or otherwise within the scope of the Employer's current or potential lines of business. This work product may be created by me at the Employer's premises, during my normal work hours, or after hours at another location. This work product may be created by me alone or in conjunction with other employees or other third parties. All such work product shall be herein referred to as "Employer Proprietary Products."
2. I agree that my Employer shall own all proprietary rights, including but not limited to copyrights, trade secret rights, patent rights. Trademark rights, and all other intellectual property rights in and to the Employer Proprietary Products.
3. I agree that all Employer Proprietary Products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.
4. Upon request from the Employer, I agree to execute any and all documents and take any other actions reasonably necessary to secure ownership of the Employer Proprietary Products in the employer including but not limited to executing assignments, applications, certificates and other instruments requested by my employer.
5. I hereby assign to Employer, waive, relinquish and release any and all moral rights and other common law or statutory rights to the employer Proprietary Products for the benefit of my Employer.

6. I agree not to take any action to challenge or in contravention of the rights of the Employer in and to the Employer Proprietary Products.
7. I acknowledge and agree that the Employer shall have the unrestricted right to secure state and federal proprietary right protection over all Employer Proprietary Products, including but not limited to copyright, patent, trade secret, trademark and all other available protections.
8. I agree at all times to be mindful of the proprietary rights of third parties in the planning and development of work product and to take all steps necessary to avoid infringement upon the rights of third parties or the appearance of potential infringement upon the rights of any third party.
9. I agree that during the period of my employment and thereafter, that I will refrain from disclosing any confidential or trade secret information of my employer to any other party and that I will refrain from suing any such information for my own purposes and personal benefit. I acknowledge that misappropriations of trade secrets is prohibited by law and in some cases can result in criminal liability. I agree that all trade secrets are of value to my Employer and that misappropriation thereof could cause my Employer substantial damage and injury. Trade secrets may include written or unwritten information, inventions, processes or ideas that are protected by my Employer and have potential value or the release of which could do damage to my Employer or place my Employer at a competitive disadvantage. Trade secrets may include customer lists, referral lists, customer information, demographic information, software, programming methods, source codes, proprietary technology, business plans, financial information, product design, formula, data, processes, systems, marketing and advertising plans, internet marketing techniques, design techniques, and a host of other information that the Employer deems to be confidential and proprietary.
10. I represent and warrant that there are no obligations that are remnant of any prior employment, contractual or working relationship which could interfere with my duties to my employer or which could lead, directly or indirectly, to any claim of infringement or other legal claim related to the fruits of my efforts for this Employer.
11. Upon termination of my employment, whether with or without cause, by my actions or my Employer's action, or upon request from my Employer, I agree that I shall not retain any copies or other forms of my work product or any other information, assets, property, whether tangible or intangible of the Employer or including any trade secrets or confidential

information of the Employer and that I shall turn all such items over to the Employer prior to my departure.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE PREVIOUSLY ENTERED INTO AN AGREEMENT WITH THE COMPANY RESTRICTING YOU FROM DISCLOSURE OF PROPRIETARY INFORMATION AND THAT YOU UNDERSTAND THAT THE TERMS OF THOSE RESTRICTIONS CONTINUE INDEFINITELY FOLLOWING THE TERMINATION OF YOUR EMPLOYMENT WITH THE COMPANY. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND COMPANY POLICIES WITH RESPECT TO PROTECTION OF PROPRIETARY INFORMATION AND THAT YOU WILL TAKE NO ACTIONS CONTRARY THERETO.

YOU ATTEST THAT YOU HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT AND THE CONSEQUENCES THEREOF AND THAT YOU ARE IN AGREEMENT WITH ALL OF THE ITEMS CONTAINED HEREIN.

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

13.

EMPLOYMENT AGREEMENT – TECHNICAL EMPLOYEE

This Employment Agreement for “At Will” Employee (the “Agreement”) is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the “Employee”), an individual with his main address at:

AND: [COMPANY NAME] (the “Company”), an entity organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

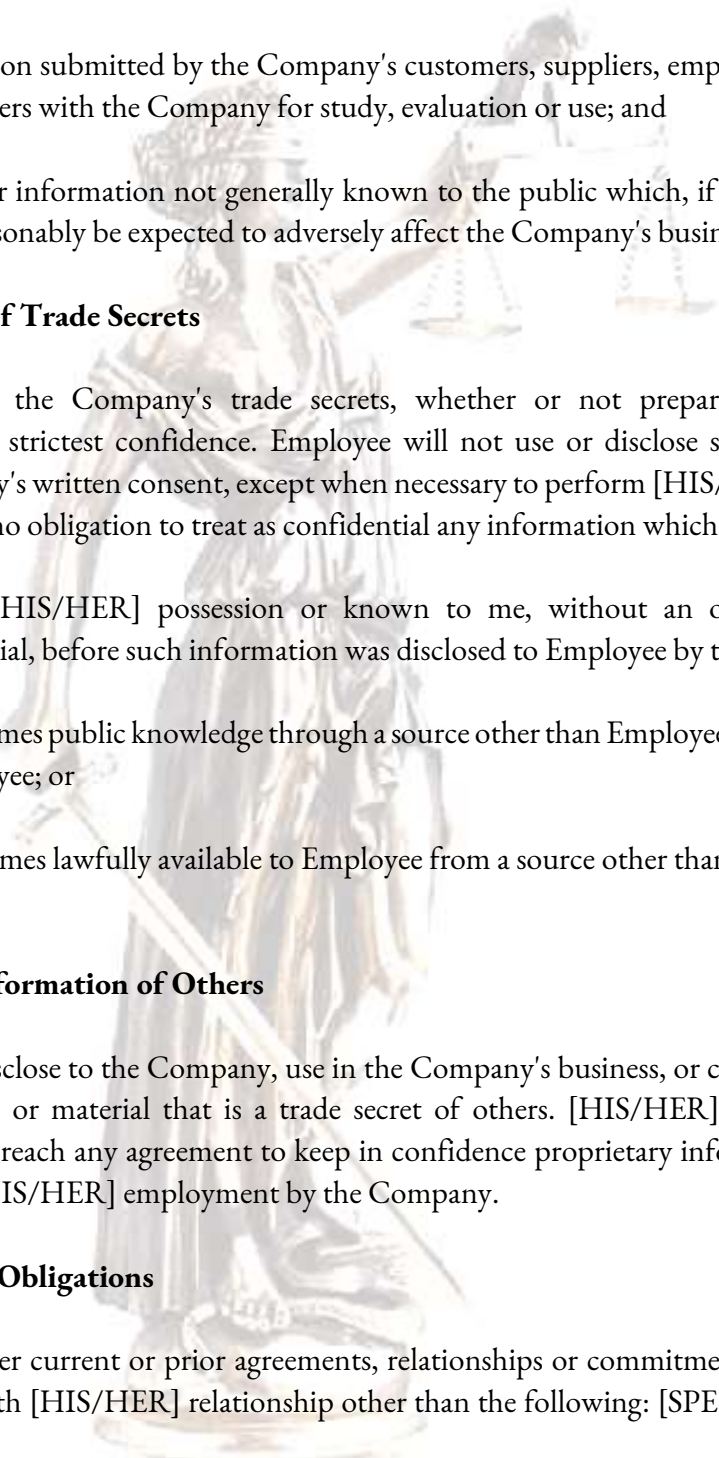
Recitals

In consideration of the covenants and agreements herein contained and the moneys to be paid hereunder, the Company hereby employs the Employee and the Employee hereby agrees to perform services as an employee of the Company, on an “at will” basis, upon the following terms and conditions:

1. Company's Trade Secrets

Employee understands that in performance of [HIS/HER] job duties with the Company, Employee will be exposed to the Company's trade secrets. “Trade secrets” means information or material that is commercially valuable to the Company and not generally known in the industry. This includes:

- A. Any and all versions of the Company's proprietary system (including source code and object code), hardware, firmware and documentation;
- B. Technical information concerning the Company's products and services, including product data and specifications, diagrams, flow charts, drawings, test results, know-how, processes, inventions, research projects and product development;
- C. Information concerning the Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

- 
- D. Information concerning the Company's employees, including their salaries, strengths, weaknesses and skills;
 - E. Information submitted by the Company's customers, suppliers, employees, consultants or co-venturers with the Company for study, evaluation or use; and
 - F. Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Company's business.

2. Nondisclosure of Trade Secrets

Employee will keep the Company's trade secrets, whether or not prepared or developed by [HIM/HER], in the strictest confidence. Employee will not use or disclose such secrets to others without the Company's written consent, except when necessary to perform [HIS/HER] job. However, Employee shall have no obligation to treat as confidential any information which:

- A. Was in [HIS/HER] possession or known to me, without an obligation to keep it confidential, before such information was disclosed to Employee by the Company;
- B. Is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
- C. Is or becomes lawfully available to Employee from a source other than the Company.

3. Confidential Information of Others

Employee will not disclose to the Company, use in the Company's business, or cause the Company to use, any information or material that is a trade secret of others. [HIS/HER] performance of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Employee prior to [HIS/HER] employment by the Company.

4. No Conflicting Obligations

Employee has no other current or prior agreements, relationships or commitments that conflict with this Agreement or with [HIS/HER] relationship other than the following: [SPECIFY; IF NONE, SO STATE].

5. Return of Materials

When [HIS/HER] employment with the Company ends, for whatever reason, Employee will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any of the Company's trade secrets. Employee will also return to the Company all equipment, files, software programs and other personal property belonging to the Company.

6. Confidentiality Obligation Survives Employment

Employee understand that [HIS/HER] obligation to maintain the confidentiality and security of the Company's trade secrets remains with Employee even after [HIS/HER] employment with the Company ends and continues for so long as such material remains a trade secret.

7. Computer Programs Are Works Made for Hire

Employee understand that as part of [HIS/HER] job duties Employee may be asked to create, or contribute to the creation of, computer programs, documentation and other copyrightable works. Employee agree that any and all computer programs, documentation and other copyrightable materials that Employee is asked to prepare or work on as part of [HIS/HER] employment with the Company shall be "works made for hire" and that the Company shall own all the copyright rights in such works. IF AND TO THE EXTENT ANY SUCH MATERIAL DOES NOT SATISFY THE LEGAL REQUIREMENTS TO CONSTITUTE A WORK MADE FOR HIRE, EMPLOYEE HEREBY ASSIGN ALL [HIS/HER] COPYRIGHT RIGHTS IN THE WORK TO THE COMPANY.

8. Disclosure of Developments

While Employee is employed by the Company, Employee will promptly inform the Company of the full details of all [HIS/HER] inventions, discoveries, improvements, innovations and ideas (collectively called "Developments") – whether or not patentable, copyrightable or otherwise protectible – that Employee conceives, completes or reduces to practice (whether jointly or with others) and which:

- A. Relate to the Company's present or prospective business, or actual or demonstrably anticipated research and development; or
- B. Result from any work Employee do using any equipment, facilities, materials, trade secrets or personnel of the Company; or
- C. Result from or are suggested by any work that Employee may do for the Company.

9. Assignment of Developments

Employee hereby assigns to the Company or the Company's designee, [HIS/HER] entire right, title and interest in all of the following, that Employee conceives or makes (whether alone or with others) while employed by the Company:

- A. All Developments;
- B. All copyrights, trade secrets, trademarks and mask work rights in Developments; and
- C. All patent applications filed and patents granted on any Developments, including those in foreign countries.

10. Post-Employment Assignment

Employee will disclose to the Company any and all computer programs, inventions, improvements or discoveries actually made, or copyright registration or patent applications filed, within [NUMBER] months after [HIS/HER] employment with the Company ends. Employee hereby assigns to the Company [HIS/HER] entire right, title and interest in such programs, inventions, improvements and discoveries, whether made individually or jointly, which relate to the subject matter of [HIS/HER] employment with the Company during the [NUMBER] month period immediately preceding the termination of [HIS/HER] employment.

11. Execution of Documents

Both while employed by the Company and afterwards, Employee agrees to execute and aid in the preparation of any papers that the Company may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to the Company, but at its expense.

If the Company is unable to secure [HIS/HER] signature on any document necessary to obtain or maintain any patent, copyright, trademark or other proprietary rights, whether due to [HIS/HER] mental or physical capacity or any other cause, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as [HIS/HER] agents and attorneys-in-fact to execute and file such documents and do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights and other proprietary rights with the same force and effect as if executed by Employee.

12. Prior Developments

As a matter of record, Employee has identified all prior developments relevant to the subject matter of [HIS/HER] employment by the Company ("Prior Developments") that have been conceived or reduced to practice or learned by Employee, alone or jointly with others, before [HIS/HER] employment with the Company, which Employee desires to remove from the operation of this Agreement. The Prior Developments consist of:

[LIST ALL PRIOR DEVELOPMENTS OR "None."]

Employee represents and warrants that this list is complete. If there is no such list, Employee represents that [HE/SHE] has made no such Prior Developments at the time of signing this Agreement.

13. Conflict of Interest

During [HIS/HER] employment by the Company, Employee will not engage in any business activity competitive with the Company's business activities. Nor will Employee engage in any other activities that conflict with the Company's best interests.

14. Post-Employment Noncompetition Agreement

Employee understand that during [HIS/HER] employment by the Company Employee may become familiar with confidential information of the Company. Therefore, it is possible that Employee could gravely harm the Company if Employee worked for a competitor. Accordingly, Employee agrees for [TIME PERIOD] following the end of [HIS/HER] employment with the Company not to compete, directly or indirectly, with the Company in any of its business if the duties of such competitive employment inherently require that Employee use or disclose any of the Company's confidential information. Competition includes the design, development, production, promotion or sale of products or services competitive with those of the Company. Employee agrees not to engage in, or contribute [HIS/HER] knowledge to, any work that is competitive with or functionally similar to a product, process, apparatus or service on which Employee worked while at the Company. The following post-employment noncompetition terms shall apply also:

- A. **Diversion of Company Business:** For a period of [TIME PERIOD] months from the date [HIS/HER] employment ends, Employee will not divert or attempt to divert from the Company any business the Company enjoyed or solicited from its customers during the [NUMBER] months prior to the termination of [HIS/HER] employment.
- B. **Geographic Restrictions:** Employee acknowledges and agrees that the products/services developed by the Company are, or are intended to be, distributed to customers nationally

throughout [COUNTRY]. According, Employee agrees that these restrictions on [HIS/HER] post-employment competitive activity shall apply throughout the entire [COUNTRY].

- A. **Written Consent:** Employee understand that Employee will be permitted to engage in the work or activity described in this Agreement if Employee provide the Company with clear and convincing written evidence, including assurances from [HIS/HER] new employer and me, that the contribution of [HIS/HER] knowledge to that work or activity will not cause Employee to disclose, base judgment upon or use any of the Company's confidential information. The Company will furnish Employee a written consent to that effect if Employee provide the required written evidence. Employee agree not to engage in such work or activity until Employee receive such written consent from the Company.
- B. **Inability to Secure Employment:** If, solely as a result of this noncompetition agreement, Employee am unable to secure employment appropriate to [HIS/HER] abilities and training, despite [HIS/HER] diligent efforts to do so, the Company shall either: (1) release Employee from [HIS/HER] noncompetition obligations to the extent necessary to allow Employee to obtain such employment, or (2) pay Employee a periodic amount equal to [HIS/HER] monthly base pay at termination for the balance of the term of this noncompetition agreement.

If and while the Company elects to pay Employee the amounts described above, Employee promise to diligently pursue other employment opportunities consistent with [HIS/HER] general skills and interests. Employee understand that the Company's obligation to make or continue the payments specified above will end upon [HIS/HER] obtaining employment, and Employee will promptly give the Company written notice of such employment.

15. Noninterference with Company Employees

While employed by the Company and for [TIME PERIOD] afterwards, Employee will not:

- A. Induce, or attempt to induce, any Company employee to quit the Company's employ,
- B. Recruit or hire away any Company employee, or
- C. Hire or engage any Company employee or former employee whose employment with the Company ended less than one year before the date of such hiring or engagement.

16. Enforcement

Employee agree that in the event of a breach or threatened breach of this Agreement, money damages would be an inadequate remedy and extremely difficult to measure. Employee agree, therefore, that the Company shall be entitled to an injunction to restrain Employee from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing the Company from pursuing any remedy at law or in equity for any breach or threatened breach.

17. Successors

The rights and obligations under this Agreement shall survive the termination of [HIS/HER] service to the Company in any capacity and shall inure to the benefit and shall be binding upon: (1) [HIS/HER] heirs and personal representatives, and (2) the successors and assigns of the Company.

18. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of [STATE/PROVINCE].

19. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the Company and Employee.

20. Entire Agreement

This Agreement supersedes and replaces all former agreements or understandings, oral or written, between the Company and Employee, except for prior confidentiality agreements Employee has signed relating to information not covered by this Agreement.

21. Modification

This Agreement may not be modified except by a writing signed both by the Company and Employee.

22. Assignment

This Agreement may be assigned by the Company. Employee may not assign or delegate [HIS/HER] duties under this Agreement without the Company's prior written approval.

23. Acknowledgment

Employee has carefully read and considered all provisions of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. Employee acknowledges that [HE/SHE] has received a copy of this Agreement as signed by [HIM/HER].

In witness hereof, each party to this Agreement has caused it to be executed at [place of execution] on the date indicated below.

EMPLOYEE

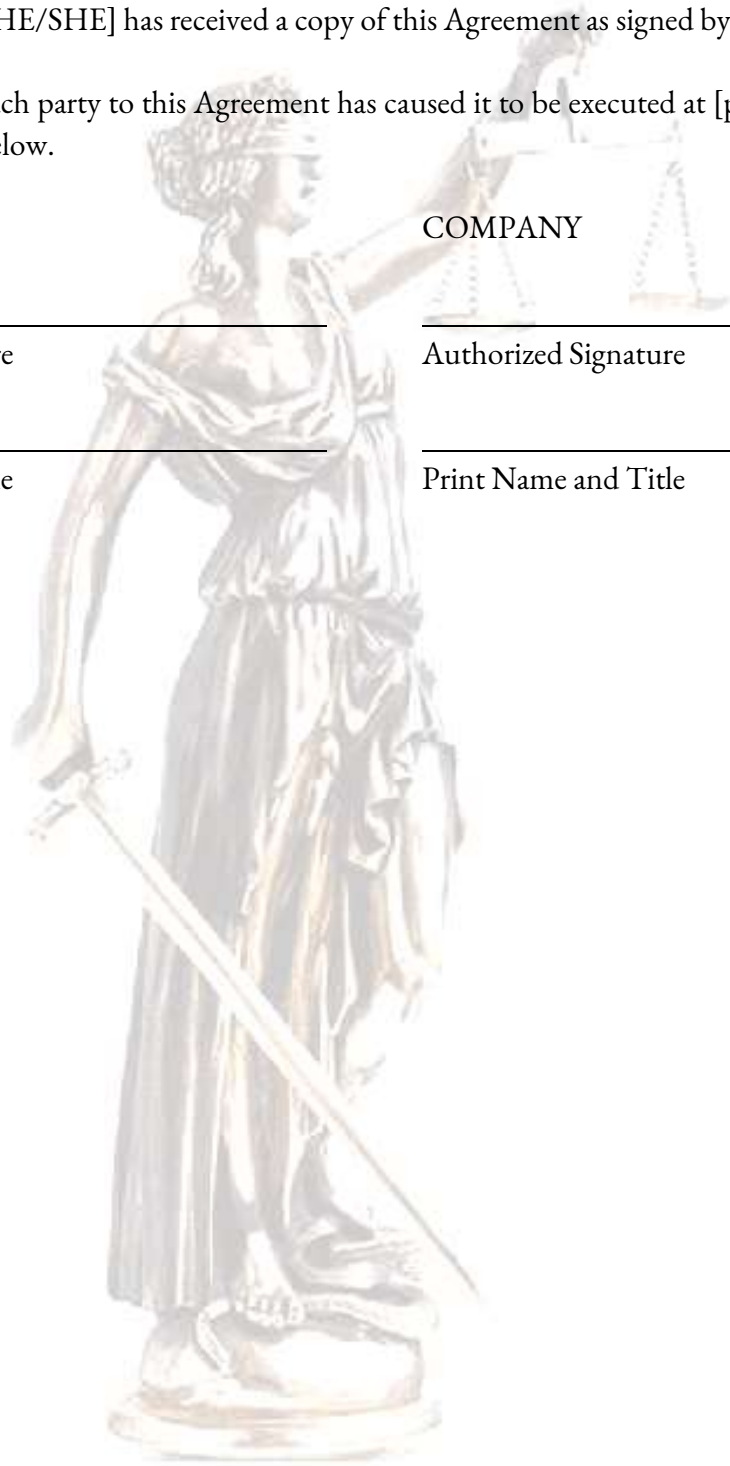
COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EMPLOYMENT AGREEMENT – AT WILL EMPLOYEE

This Employment Agreement for “At Will” Employee (the “Agreement”) is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the “Employee”), an individual with his main address at:

AND: [CORPORATION NAME] (the “Corporation”), an entity organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Recitals

In consideration of the covenants and agreements herein contained and the moneys to be paid hereunder, the Corporation hereby employs the Employee and the Employee hereby agrees to perform services as an employee of the Corporation, on an “at will” basis, upon the following terms and conditions:

1. Appointment

The Employee is hereby employed by the Corporation to render such services and to perform such tasks as may be assigned by the Corporation. The Corporation may, in its sole discretion, increase or reduce the duties, or modify the title and job description, of the Employee from time to time, and any such increase, reduction or modification shall not be deemed a termination of this Agreement.

2. Acceptance of Employment

Employee accepts employment with the Corporation upon the terms set forth above and agrees to devote all Employee’s time, energy and ability to the interests of the Corporation, and to perform Employee’s duties in an efficient, trustworthy and business-like manner.

3. Devotion of Time to Employment

The Employee shall devote the Employee’s best efforts and substantially all of the Employee’s working time to performing the duties on behalf of the Corporation. The Employee shall provide services during the hours that are scheduled by the Corporation management. The Employee shall be prompt in reporting to work at the assigned time.

4. No Conflict of Interest

Employee shall not engage in any other business while employed by the Corporation. Employee shall not engage in any activity that conflicts with the Employees duties to the Corporation. Employee shall not provide any service or lend any aid or assistance to any party that competes with the services offered by the Corporation. Employee shall not provide any services to clients or prospective clients of the Corporation outside of the provision of services for the Corporation, whether such services are provided with or without compensation or remuneration.

5. Corporation Property

Employee acknowledges and agrees that while employed by the Corporation the Employee may be provided with use of computer equipment and other property of the Corporation. The use and possession of the such items shall be subject to any policies, requirements or restrictions established by the Corporation. Such items may only be used in performance of the Employee's duties for the corporation. On request of the Corporation, the Employee shall immediately deliver any such items to the Corporation. Upon termination of employment, Employee shall have the affirmative duty to return any such item to the Corporation whether a request is made or not. The obligation to return Corporation property shall extend and include any and all work product, client property, proprietary rights, intangible property, and all other property of the corporation regardless of the form or medium.

6. COMPENSATION

The Corporation shall pay the Employee such hourly compensation as determined by the Corporation. Payment shall be at the same time as the Corporations usual payroll to other employees.

7. Bonus & Benefits

Payment of any bonuses shall be at the complete discretion of the Corporation. No guarantee or representation that any bonuses will be paid has been made to the Employee.

Standard benefits that are provided to other non-management employees shall be offered to the Employee, subject to the Corporation's policies and the terms and conditions of such benefits.

8. Withholding

All sums payable to Employee under this Agreement will be reduced by all federal, state, local, and other withholdings and similar taxes and payments required by applicable law.

9. QUALIFICATIONS of Employee

The employee shall satisfy all of the qualification that are established by the Corporation.

10. Term of Agreement

There shall be no guaranteed term of employment. Employee acknowledges and agrees that Employee shall be an “At Will” Employee and that Employee’s employment may be terminated at any time by the Corporation, with or without cause.

11. FEES FROM EMPLOYEE’S WORK

12.

The Corporation shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to clients by the Corporation for services that are provided by the Employee. All sums paid to the Employee or the Corporation in the way of fees, in cash or in kind, or otherwise for services of the Employee, shall, except as otherwise specifically agreed by the Corporation, be and remain the property of the Corporation and shall be included in the Corporation’s name in such checking account or accounts as the Corporation may from time to time designate.

CLIENTS AND CLIENT RECORDS

The Corporation shall have the authority to determine who will be accepted as clients of the Corporation, and the Employee recognizes that such clients accepted are clients of the Corporation and not the Employee. All client records and files of any type concerning clients of the Corporation shall belong to and remain the property of the Corporation, notwithstanding the subsequent termination of the employment.

13. POLICIES AND PROCEDURES

The Corporation shall have the authority to establish from time to time the policies and procedures to be followed by the Employee in performing services for the Corporation. This may include, but is not necessarily limited to, employment policies, computer use policies, Internet access policies, email policies, and all other policies, procedures, directives, and mandates established by the Corporation, whether or not in written form or formally adopted. Employee shall abide by the provisions of any contract entered into by the Corporation under which the Employee provides services. Employee shall comply with the terms and conditions of any and all contracts entered by the Corporation.

14. TERMINATION

Employee acknowledges and agrees that Employee is an “at will” employee of the Corporation. As such, no term of employment is created hereby and employee may be terminated at any time in the sole discretion of the Corporation, whether there exists any cause for termination or not.

15. CREATIONS AND INVENTIONS

Employee acknowledges and agrees that any and all work product of the Employee that is conceived or created during the Employee's employment with the Corporation is the exclusive property of the Corporation. This shall include any and all copyrights, trade secrets, confidential information, patents, trademarks, trade dress, ideas, concepts, plans, business plans, business concepts, techniques, inventions, drawings, artwork, logos, graphics, web pages, databases, software, programs, CGI's, plug ins, applications, brochures, inventions, marketing plans and concepts, and all other ideas and work product of the Employee. The Employee acknowledges and agrees that all creations shall be "works made for hire" as defined in the [ACT OR CODE]. Notwithstanding the fact that this material may be considered to be a work made for hire, Employee agrees, during Employee's employment and thereafter, which covenant shall survive any termination of the employment relationship, to execute any and all documents requested by the Corporation to confirm the Corporation's ownership and control of all such material, including but not limited to assignments of copyright, confirmations of work for hire status, waivers of proprietary rights, copyright application, and any other documents requested by Corporation.

16. RESTRICTIVE COVENANTS

17.

The Employee acknowledges that the Corporation, through its employment of the Employee, has provided the Employee with confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's clients. The Employee further acknowledges that such confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's clients are the result of his employment by the Corporation. In consideration of the foregoing and of the benefits generally provided to the Employee by the Corporation pursuant to the terms of this Agreement and otherwise, the Employee agrees to abide and be bound by the restrictions and prohibitions of this Article, which restrictions are intended by the parties to extend to any and all activities of the Employee, whether as an independent contractor, partner or joint venturer, or as an officer, director, stockholder, agent, employee or salesman for any person, firm, partnership, corporation or other entity, or otherwise.

18. Hiring

The Employee agrees that during the Employee's employment with the Corporation and for a period of [NUMBER] years following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not attempt to hire any other employee or independent contractor of the Corporation or otherwise encourage or attempt to

encourage any other employee or independent contractor of the Corporation to leave the Corporation's employ.

19. Confidentiality; Disclosure; Proprietary Information

Employee recognizes and acknowledges that all records with respect to clients, business associates, customer or referral lists, contracting parties and referral sources of the Corporation, and all personal, financial and business and proprietary information of the Corporation, its employees, officers, directors and shareholders obtained by the Employee during the term of this Agreement and not generally known in the public (the "Confidential Information") are valuable, special and unique and proprietary assets of the Corporation's business. The Employee hereby agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not at any time, directly or indirectly, disclose any Confidential Information, in full or in part, in written or other form, to any person, firm, corporation, association or other entity, or utilize the same for any reason or purpose whatsoever other than for the benefit of and pursuant to authorization granted by the Corporation.

20. Solicitation

The Employee further agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not, in any manner or at any time, solicit or encourage any person, firm, corporation or other business entity who are clients, business associates or referral sources of the Corporation to cease doing business with the Corporation or to do business with the Employee.

21. Non-Competition With Corporation Clients

Employee agrees that during the term of the Employee's employment with the Corporation and for a period of [NUMBER] years following the cessation of the relationship with the Corporation, the Employee shall not provide any service to or lend any aid or device to any of the clients of the Corporation.

22. Covenants Independent

Each restrictive covenant on the part of the Employee set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which the Corporation and the Employee may have, fully performed and not executory, and the existence of any claim or cause of action by the Employee against the Corporation whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by the Corporation of any other covenant.

23. Proprietary Creations

All processes, inventions, patents, copyrights, trademarks, and other intangible rights (collectively the "Inventions") that may be conceived or developed by Employee, either alone or with others, during the term of Employee's employment, whether or not conceived or developed during Employee's working hours, and with respect to which the equipment, supplies, facilities, or trade secret information of Company was used, or that relate at the time of conception or reduction to practice of the Invention to the business of the Corporation or to Corporation's actual or demonstrably anticipated research and development, or that result from any work performed by Employee for Corporation, will be the sole property of Corporation, and shall be considered "works for hire", and Employee hereby assigns to the Corporation all of Employee's right, title and interest in and to such Inventions. Employee must disclose to Corporation all inventions conceived during the term of employment, whether or not the invention constitutes property of Corporation under the terms of the preceding sentence, but such disclosure will be received by Corporation in confidence. Employee must execute all documents, including patent applications and assignments, required by Corporation to establish Corporation's rights under this Section.

24. Divisibility of Covenant Areas and Periods

If any portion of the restrictive covenants contained herein is held to be unreasonable, arbitrary or against public policy, each covenant shall be considered divisible both as to time and geographical area; and each [NUMBER] month of the specified period shall be deemed to be a separate period of time and each [NUMBER] mile radius segment of the geographical area shall be deemed to be a separate geographical area, so that the maximum lesser time and geographical area shall remain effective so long as the same is not unreasonable, arbitrary or against public policy.

25. Injunctive and Equitable Relief

Employee and Corporation recognize and expressly agree that the extent of damages to Corporation in the event of a breach by Employee of any restrictive covenant set forth herein would be impossible to ascertain, that the irreparable harm arising out of any breach shall be irrefutably presumed, and that the remedy at law for any breach will be inadequate to compensate the Corporation. Consequently, the Employee agrees that in the event of a breach of any such covenant, in addition to any other relief to which Corporation may be entitled, Corporation shall be entitled to enforce the covenant by injunctive or other equitable relief ordered by a court of competent jurisdiction.

26. Venue; Court Proceedings

The Employee and the Corporation hereby agree that the venue of any action, proceeding, counterclaim, cross claim, or other litigation relating to, involving, or resulting from the enforcement of this covenant shall be in [STATE/PROVINCE]. In any action or proceeding by Employee relating to or involving the enforcement of the covenant, and any counterclaim, cross claim or other litigation which may be asserted or brought against Corporation, the Employee hereby expressly waives any and all right to a trial by jury with respect to the action, proceeding or other litigation resulting from or involving the enforcement of this covenant. Further, in any action or proceeding by Corporation to obtain a temporary restraining order and/or preliminary injunction, Employee hereby agrees that the Corporation shall not be required to post an injunction bond in excess of the principal sum of [AMOUNT] in order to obtain a temporary restraining order and/or preliminary injunction. Should the Corporation's action for a temporary restraining order and/or motion for preliminary injunction be granted in whole or in part and should Corporation be ultimately unsuccessful in obtaining a permanent injunction to enforce the covenant, Employee hereby waives any and all rights Employee may have against Corporation for any injuries or damages, including consequential damages, sustained by the Employee and arising directly or indirectly from the issuance of the temporary restraining order and/or preliminary injunction.

27. Indemnification

The Employee hereby agrees to indemnify and hold the Corporation and its officers, directors, shareholders and employees harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defense of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation, arising from or growing out of the Employee's breach or threatened breach of any covenant contained herein.

28. Acknowledgment

The Employee acknowledges that when this Agreement is concluded, the Employee will be able to earn a living without violating the foregoing restrictions and that the Employee's recognition and representation of this fact is a material inducement to the execution of this Agreement and to Employee's continued relationship with the Corporation.

29. Survival of Covenants

All restrictive covenants contained in this Agreement shall survive the termination of this Agreement.

30. Limitations on Authority

Without the express written consent from the Corporation, the Employee shall have no apparent or implied authority to: (i) Pledge the credit of the Corporation or any of its other employees; (ii) Bind the Corporation under any contract, agreement, note, mortgage or otherwise; (iii) Release or discharge any debt due the Corporation unless the Corporation has received the full amount thereof; or (iv) sell, mortgage, transfer or otherwise dispose of any assets of the Corporation.

31. Representation and Warranty of Employee

The Employee acknowledges and understands that the Corporation has extended employment opportunities to Employee based upon Employee's representation and warranty that Employee is in good health and able to perform the work contemplated by this Agreement for the term hereof.

32. Leave of Absence

Leave of absence for required full-time military service or any other purpose authorized by the Corporation shall not result in termination of employment, and the Employee shall retain the privilege of recommencing employment upon the Employee's return from military service or other authorized leave of absence as long as the Employee is otherwise qualified to perform the services required hereunder.

33. Invalid Provision; Severability

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

34. Modification

No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

35. Applicable Law and Binding Effect; No Waiver

This Agreement shall be construed and regulated under and by the laws of the State of [STATE/PROVINCE] and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns; but may not be assigned except as otherwise provided elsewhere herein.

36. Entire Agreement

This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification, or discharge is sought.

37. Notices

Any and all notices or other communication provided for herein, shall be given by registered or certified mail, return receipt requested, in case of the Corporation to its principal office, and in the case of the Employee to the Employee's residence address set forth on the first page of this Agreement or to such other address as may be designated by the Employee.

38. Attorneys' Fees

In the event that either party is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against the other party, regardless of whether such action results in litigation, the prevailing party shall be entitled to reasonable attorneys' fees, costs of legal assistants, and other costs from the other party, which shall include any fees or costs incurred at trial or in any appellate proceeding, and expenses and other costs, including any accounting expenses incurred.

In witness hereof, each party to this Agreement has caused it to be executed at [place of execution] on the date indicated below.

EMPLOYEE

CORPORATION

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EMPLOYMENT AGREEMENT FOR AN EXECUTIVE

This Employment Agreement for an Executive (the "Agreement") is made and effective this [Date],

BETWEEN: [EXECUTIVE NAME] (the "Executive"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), an entity organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Recitals

In consideration of the covenants and agreements herein contained and the moneys to be paid hereunder, the Company hereby employs the Executive and the Executive hereby agrees to perform services as an Executive of the Company, upon the following terms and conditions:

1. TERM

The Company hereby employs Executive to serve as [position] and to serve in such additional or different position or positions as the Company may determine in its sole discretion. The term of employment shall be for a period of [NUMBER] years ("Employment Period") to commence on [DATE], unless earlier terminated as set forth herein.

The effective date of this Agreement shall be the date first set forth above, and it shall continue in effect until the earlier of:

- A. The effective date of any subsequent employment agreement between the Company and the Executive;
- B. The effective date of any termination of employment as provided elsewhere herein; or
- C. [NUMBER] year(s) from the effective date hereof, provided, that this Employment Agreement shall automatically renew for successive periods of [NUMBER] years each unless either party gives written notice to other that it does not wish to automatically renew this Agreement, which written notice must be received by the other party no less than [NUMBER] days and no more than [NUMBER] days prior to the expiration of the applicable term.

2. Duties and Responsibilities

Executive will be reporting to [IDENTIFY]. Within the limitations established by the By-laws of the Company, the Executive shall have each and all of the duties and responsibilities of that position and such other or different duties on behalf of the Company, as may be assigned from time to time by [identify what person or body may assign additional responsibilities].

Location

The initial principal location at which Executive shall perform services for the Company shall be [location].

3. Acceptance of Employment

Executive accepts employment with the Company upon the terms set forth above and agrees to devote all Executive's time, energy and ability to the interests of the Company, and to perform Executive's duties in an efficient, trustworthy and business-like manner.

4. Devotion of Time to Employment

The Executive shall devote the Executive's best efforts and substantially all of the Executive's working time to performing the duties on behalf of the Company. The Executive shall provide services during the normal business hours of the Company as determined by the Company. Reasonable amounts of time may be allotted to personal or outside business, charitable and professional activities and shall not constitute a violation of this Agreement provided such activities do not materially interfere with the services required to be rendered hereunder.

5. QUALIFICATIONS

The Executive shall, as a condition of this Agreement, satisfy all of the qualification that are reasonably and in good faith established by the Board of Directors.

6. Compensation

7.1 Base Salary

Executive shall be paid a base salary ("Base Salary") at the annual rate of [salary], payable in bi-weekly installments consistent with Company's payroll practices. The annual Base Salary shall be reviewed on or before [DATE] of each year, unless Executive's employment hereunder shall have been terminated earlier pursuant to this Agreement, starting on [agreed upon date] by the Board of Directors of the Company to determine if such Base Salary should be increased for the following year in recognition of services to the Company. In consideration of the services under this Agreement, Executive shall be paid the aggregate of basic compensation, bonus and benefits as hereinafter set forth.

7.2 Payment

Payment of all compensation to Executive hereunder shall be made in accordance with the relevant Company policies in effect from time to time, including normal payroll practices.

7.3 Bonus

From time to time, the Company may pay to Executive a bonus out of net revenues of the Company. Payment of any bonus compensation shall be at the sole discretion of the Board of Directors or the Executive committee of the Board of Directors and the Executive shall have no entitlement to

such amount absent a decision by the Company as aforesaid to make such bonus compensation. Executive shall also be entitled to a bonus determined as follows:

[DESCRIBE]

7.4 Benefits

The Company shall provide Executive with such benefits as are provided to other senior management Of the Company. Benefits shall include at a minimum (i) paid vacation of [NUMBER] days per year, at such times as approved by the Board of Directors, (ii) health insurance coverage under the same terms as offered to other Executives of the Company, (iii) retirement and profit sharing programs as offered to other Executives of the Company, (iv) paid holidays as per the Company's policies, and (v) such other benefits and perquisites as are approved by the Board of Directors. The Company has the right to modify conditions of participation, terminate any benefit, or change insurance plans and other providers of such benefits in its sole discretion. The Executive shall be reimbursed for out of pocket expenses that are pre-approved by the Company, subject to the Company's policies and procedures therefore, and only for such items that are a necessary and integral part of the Executive's job functions.

7.5 Non-Deductible Compensation

In the event a deduction shall be disallowed by the Internal Revenue Service or a court of competent jurisdiction for federal income tax purposes for all or any part of the payment made to Executive by the Company or any other shareholder or Executive of the Company, shall be required by the Internal Revenue Service to pay a deficiency on account of such disallowance, then Executive shall repay to the Company or such other individual required to make such payment, an amount equal to the tax imposed on the disallowed portion of such payment, plus any and all interest and penalties paid with respect thereto. The Company or other party required to make payment shall not be required to defend any proposed disallowance or other action by the Internal Revenue Service or any other state, federal, or local taxing authorities.

7.6 Withholding

All sums payable to Executive under this Agreement will be reduced by all federal, state, local, and other withholdings and similar taxes and payments required by applicable law.

7. Other Employment Benefits

8.1 Business Expenses

Upon submission of itemized expense statements in the manner specified by the Company, Executive shall be entitled to reimbursement for reasonable travel and other reasonable business expenses duly incurred by Executive in the performance of his duties under this Agreement.

8.2 Benefit Plans

Executive shall be entitled to participate in the Company's medical and dental plans, life and disability insurance plans and retirement plans pursuant to their terms and conditions. Executive shall be entitled to participate in any other benefit plan offered by the Company to its Executives during the term of this Agreement (other than stock option or stock incentive plans, which are governed by Section 3(d) below). Nothing in this Agreement shall preclude the Company or any affiliate of the Company from terminating or amending any Executive benefit plan or program from time to time.

8.3 Vacation

Executive shall be entitled to [agreed upon number of time] weeks of vacation each year of full employment, exclusive of legal holidays, as long as the scheduling of Executive's vacation does not interfere with the Company's normal business operations.

8.4 Stock Options

Executive shall be entitled to options to acquire shares of the Common Stock of the Company pursuant to the terms of the Company's existing Stock Option Plan dated [DATE], subject to the following terms:

The options will vest only as follows:

Event	Vesting Amount
If Executive is still an Executive of the Company on [DATE]	Options to acquire [NUMBER] shares of Common Stock
If Executive is still an Executive of the Company on [DATE]	Options to acquire [NUMBER] shares of Common Stock
If Executive is still an Executive of the Company on [DATE]	Options to acquire [NUMBER] shares of Common Stock
If Executive is still an Executive of the Company on [DATE]	Options to acquire [NUMBER] shares of Common Stock
If Executive is still an Executive of the Company on [DATE]	Options to acquire [NUMBER] shares of Common Stock

The exercise price for the options shall be at [PRICE] per share, as appropriately adjusted for stock splits, stock dividends, and the like.

The vested options shall be exercisable until the earlier of [NUMBER] years after vesting or [NUMBER] days after termination of Executive's employment with the Company. No additional vesting of options shall occur after Executive's death, disability, or cessation of employment with the Company for any reason or no reason.

Issuance of the options shall be in accordance with all applicable securities laws and the other terms and conditions of the Company's Stock Option Plan and form of the Stock Option Agreement.

8. PROFESSIONAL FEES

The Company shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged by the Company. All sums paid to the Executive or the Company in the way of fees or otherwise for services of the Executive, shall, except as otherwise specifically agreed by the Company, be and remain the property of the Company and shall be included in the Company's name in such checking account or accounts as the Company may from time to time designate.

9. CLIENTS AND CLIENT RECORDS

The Company shall have the authority to determine who will be accepted as clients of the Company, and the Executive recognizes that such clients accepted are clients of the Company and not the Executive. The Company shall have the authority to designate, or to establish a procedure for designating which professional Executive of the Company will handle each such client. All client records and files of any type concerning clients of the Company shall belong to and remain the property of the Company, notwithstanding the subsequent termination of this Agreement.

10. POLICIES AND PROCEDURES

The Company shall have the authority to establish from time to time the policies and procedures to be followed by the Executive in performing services for the Company. Executive shall abide by the provisions of any contract entered into by the Company under which the Executive provides services. Executive shall comply with the terms and conditions of any and all contracts entered by the Company.

11. Termination of Employment

12.1 For Cause

Notwithstanding anything herein to the contrary, the Company may terminate Executive's employment hereunder for cause for any one of the following reasons: 1) conviction of a felony, any act involving moral

turpitude, or a misdemeanor where imprisonment is imposed, 2) commission of any act of theft, fraud, dishonesty, or falsification of any employment or Company records, 3) improper disclosure of the Company's confidential or proprietary information, 4) any action by the Executive which has a detrimental effect on the Company's reputation or business, 5) Executive's failure or inability to perform any reasonable assigned duties after written notice from the Company of, and a reasonable opportunity to cure, such failure or inability, 6) any breach of this Agreement, which breach is not cured within [NUMBER] days following written notice of such breach, 7) a course of conduct amounting to gross incompetence, 8) chronic and unexcused absenteeism, 9) unlawful appropriation of a corporate opportunity, or 10) misconduct in connection with the performance of any of Executive's duties, including, without limitation, misappropriation of funds or property of the Company, securing or attempting to secure personally any profit in connection with any transaction entered into on behalf of the Company, misrepresentation to the Company, or any violation of law or regulations on Company premises or to which the Company is subject. Upon termination of Executive's employment with the Company for cause, the Company shall be under no further obligation to Executive, except to pay all accrued but unpaid base salary and accrued vacation to the date of termination thereof.

12.2 Without Cause

The Company may terminate Executive's employment hereunder at any time without cause, provided, however, that Executive shall be entitled to severance pay in the amount of [NUMBER] weeks of Base Salary in addition to accrued but unpaid Base Salary and accrued vacation, less deductions required by law, but if, and only if, Executive executes a valid and comprehensive release of any and all claims that the Executive may have against the Company in a form provided by the Company and Executive executes such form within [NUMBER] days of tender.

12.3 Resignation

Upon termination of employment, Executive shall be deemed to have resigned from the Board of Directors of the Company if [he][she] is a director.

12.4 Cooperation

After notice of termination, Executive shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of Executive's responsibilities and to ensure that the Company is aware of all matters being handled by Executive.

12.5 Compensation After Notice of Termination

After notice of termination has been given by either Company or Executive, as provided in this Article, Executive shall be entitled to receive the compensation provided for in this Agreement until the notice period has expired. It is understood that after the written notice is given by either Company or Executive, Executive shall continue to devote substantially all of the Executive's time to the Executive's normal services for the Company during the notice period, with sufficient time allowed, in the sole discretion of the Company, for Executive to seek new employment.

12. DISABILITY OF EXECUTIVE

The Company may terminate this Agreement without liability if Executive shall be permanently prevented from properly performing his essential duties hereunder with reasonable accommodation by reason of illness or other physical or mental incapacity for a period of more than [NUMBER] consecutive days. Upon such termination, Executive shall be entitled to all accrued but unpaid Base Salary and vacation.

13.1 Definitions

For purposes of this Agreement, whenever used in this Article 14:

"Total disability" shall mean that the Executive is unable, mentally or physically, whether it be due to sickness, accident, age or other infirmity, to engage in any aspect of the Executive's normal duties as set forth in this Agreement.

"Partial disability" shall mean that the Executive is able to perform, to some extent, on behalf of the Company, the particular services in which the Company specializes, and which the Executive previously performed for the Company, but that the Executive is unable, mentally or physically, to devote the same amount of time to such services as was devoted prior to the occurrence of such sickness or accident.

"Normal monthly salary" shall mean the salary which the Executive is being paid by the Company per month as of the commencement date of the period of disability, as specified hereinabove or as determined by the Board of Directors pursuant to the terms hereof.

13.2 Total Disability

During a single period of total disability of the Executive, the Executive shall be entitled to receive from the Company, the Executive's normal monthly salary for the shorter of first three (3) months of disability or until any disability insurance policy available through the Executive's employment begins to pay benefits. If the single period of disability should continue beyond three (3) months, the Executive shall receive only such amount as the Executive shall be entitled to receive under disability insurance coverage on the Executive, if any.

13.3 Partial Disability

During a period of partial disability of the Executive, the Executive shall receive an amount of compensation computed as follows:

That portion of the Executive's normal monthly basic compensation which bears the same ratio to the Executive's normal monthly basic compensation as the amount of time which the Executive is able to devote to the usual performance of services on behalf of the Company during such period bears to the total time the Executive devoted to performing such services prior to the commencement date of the single period of disability, and

Such amount shall be calculated by multiplying the Executive's basic compensation by a fraction, the numerator of which shall be the percentage of normal services that the Executive is able to perform and the denominator which shall be the total services that the Executive is able to perform absent the partial disability.

13.4 Combination of Total and Partial Disability

If a single period of disability of the Executive consists of a combination of total disability and partial disability, the maximum total disability compensation to which the Executive shall be entitled from the Company under this disability provision shall not exceed an amount equal to one (1) times the Executive's normal monthly basic compensation.

13.5 Broken Periods of Disability

A period of disability may be continuous or broken. If broken into partial periods of disability which are separated by intervening periods of work, there shall be aggregated together all of such successive partial periods of disability except any period prior to the time when any single period of work extends for [NUMBER] months or longer; and such aggregated periods of disability shall be treated as a single period in determining the amount of disability compensation to which an Executive shall be entitled under any provision of this Section.

13.6 Termination Due to Disability

If and when the period of total or partial disability of the Executive totals [NUMBER] months, the Executive's employment with the Company shall automatically terminate. Notwithstanding the foregoing, if the disabled Executive and the Company agree, the disabled Executive may thereafter be employed by the Company upon such terms as may be mutually agreeable.

13.7 Commencement Date of Disability

The commencement date of a period of disability, whether it be a continuous period or the aggregate of successive partial periods, shall be the first day on which the Executive is disabled.

13.8 Dispute Regarding Existence of Disability

Any dispute regarding the existence, extent or continuance of the disability shall be resolved by the determination of a majority of three (3) competent physicians, one (1) of whom shall be selected by the Company, one (1) of whom shall be selected by the Executive and the third (3rd) of whom shall be selected by the other two (2) physicians so selected.

13.9 Death of Executive

In the event the Executive shall die during the term hereof, the Company shall pay to the Executive's surviving spouse, or if the Executive shall leave no surviving spouse, then to the Executive's estate, only such amounts as may have been earned by the Executive prior to the Executive's date of death, but which were unpaid at date of death.

13. Confidential Information and Invention Assignments

Executive recognizes and acknowledges that all records with respect to clients, business associates, customer or referral lists, contracting parties and referral sources of the Company, and all personal, financial and business and proprietary information of the Company, its Executives, officers, directors and shareholders obtained by the Executive during the term of this Agreement and not generally known in the public (the "Confidential Information") are valuable, special and unique and proprietary assets of the Company's business. The Executive hereby agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, or whether the termination is solely due to the expiration of the term of this Agreement, the Executive will not at any time, directly or indirectly, disclose any Confidential Information, in full or in part, in written or other form, to any person, firm, Company, association or other entity, or utilize the same for any reason or purpose whatsoever other than for the benefit of and pursuant to authorization granted by the Company. "Confidential Information" shall also include any information (including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers) that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. In the case of Company's business, Company's Trade Secrets include (without limitation) information regarding names and addresses of any customers, sales personnel, account invoices, training and educational manuals, administrative manuals, prospective customer leads, in whatever form, whether or not computer or electronically accessible "on-line."

14. Exclusive Employment

During employment with the Company, Executive will not do anything to compete with the Company's present or contemplated business, nor will he or she plan or organize any competitive business activity. Executive will not enter into any agreement which conflicts with his duties or obligations to the Company. Executive will not during his employment or within [NUMBER] year after it ends, without the Company's express written consent, directly or indirectly, solicit or encourage any Executive, agent, independent contractor, supplier, customer, consultant or any other person or company to terminate or alter a relationship with the Company.

15. Hiring

The Executive agrees that during the Executive's employment with the Company and for a period of [NUMBER] years following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, or whether the termination is solely due to the expiration of the term of

this Agreement, the Executive will not attempt to hire any other Executive or independent contractor of the Company or otherwise encourage or attempt to encourage any other Executive or independent contractor of the Company to leave the Company's employ.

16. Assignment and Transfer

Executive's rights and obligations under this Agreement shall not be transferable by assignment or otherwise, and any purported assignment, transfer or delegation thereof shall be void. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all of Company's assets, any corporate successor to Company or any assignee thereof.

17. No Inconsistent Obligations

Executive is aware of no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with his undertaking employment with the Company. Executive will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Executive represents and warrants that he or she has returned all property and confidential information belonging to all prior employers.

18. Attorneys' Fees

The parties hereto agree that, in the event of breach or threatened breach of any covenants of Executive, the damage or imminent damage to the value and the goodwill of the Company's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Company shall be entitled to injunctive relief against Executive in the event of any breach or threatened breach of any of such provisions by Executive, in addition to any other relief (including damages) available to the Company under this Agreement or under law. The prevailing party in any action instituted pursuant to this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and other expenses incurred in such action.

In the event that either party is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against the other party, regardless of whether such action results in litigation, the prevailing party shall be entitled to reasonable attorneys' fees, costs of legal assistants, and other costs from the other party, which shall include any fees or costs incurred at trial or in any appellate proceeding, and expenses and other costs, including any accounting expenses incurred.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE] without regard to conflict of law principles.

20. Amendment

This Agreement may be amended only by a writing signed by Executive and by a duly authorized representative of the Company.

21. Severability

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

22. Construction

The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against the Company or Executive.

23. Rights Cumulative

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

24. Nonwaiver

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Company, by an officer of the Company (other than Executive) or other person duly authorized by the Company.

25. Notices

Any and all notices or other communication provided for herein, shall be given by registered or certified mail, return receipt requested, in case of the Company to its principal office, and in the case of the Executive to the Executive's residence address set forth on the first page of this Agreement or to such other address as may be designated by the Executive.

26. Assistance in Litigation

Executive shall, during and after termination of employment, upon reasonable notice, furnish such information and proper assistance to the Company as may reasonably be required by the Company in connection with any litigation in which it or any of its subsidiaries or affiliates is, or may become a party; provided, however, that such assistance following termination shall be furnished at mutually agreeable times and for mutually agreeable compensation.

Arbitration

Any controversy, claim or dispute arising out of or relating to this Agreement or the employment relationship, either during the existence of the employment relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be settled by arbitration in [City], [State]. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the [ASSOCIATION] (but the arbitration shall be in front of an arbitrator, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by [NAME]; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator(s), together with other expenses of the arbitration incurred or approved by the arbitrator(s); and (c) arbitration may proceed in the absence of any party if written notice of the proceedings has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this subsection shall be construed as precluding the Company from bringing an action for injunctive relief or other equitable relief or relief under the Confidential Information and Invention Assignment Agreement. The arbitrator shall not have the right to award punitive damages, consequential damages, lost profits or speculative damages to either party. The parties shall keep confidential the existence of the claim, controversy or disputes from third parties (other than the arbitrator), and the determination thereof, unless otherwise required by law or necessary for the business of the Company. The arbitrator(s) shall be required to follow applicable law.

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

27. Solicitation

The Executive further agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, or whether the termination is solely due to the expiration of the term of this Agreement, the Executive will not, in any manner or at any time, solicit or encourage any person, firm, Company or other business entity who are clients, business associates or referral sources of the Company to cease doing business with the Company or to do business with the Executive.

28. Covenants Independent

Each restrictive covenant on the part of the Executive set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which the Company and the Executive may have, fully performed and not executory, and the existence of any claim or cause of action by the Executive against the Company whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of any other covenant.

29. Injunctive and Equitable Relief

Executive and Company recognize and expressly agree that the extent of damages to Company in the event of a breach by Executive of any restrictive covenant set forth herein would be impossible to ascertain, that the irreparable harm arising out of any breach shall be irrefutably presumed, and that the remedy at law for any breach will be inadequate to compensate the Company. Consequently, the Executive agrees that in the event of a breach of any such covenant, in addition to any other relief to which Company may be entitled, Company shall be entitled to enforce the covenant by injunctive or other equitable relief ordered by a court of competent jurisdiction.

30. Indemnification

The Executive hereby agrees to indemnify and hold the Company and its officers, directors, shareholders and Executives harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defense of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation, arising from or growing out of the Executive's breach or threatened breach of any covenant contained herein.

31. Acknowledgment

The Executive acknowledges that when this Agreement is concluded, the Executive will be able to earn a living without violating the foregoing restrictions and that the Executive's recognition and representation of this fact is a material inducement to the execution of this Agreement and to Executive's continued relationship with the Company.

32. Survival of Covenants

All restrictive covenants contained in this Agreement shall survive the termination of this Agreement.

33. Limitations on Authority

Without the express written consent from the Company, the Executive shall have no apparent or implied authority to: (i) Pledge the credit of the Company or any of its other Executives; (ii) Bind the Company under any contract, agreement, note, mortgage or otherwise; (iii) Release or discharge any debt due the Company unless the Company has received the full amount thereof; or (iv) sell, mortgage, transfer or otherwise dispose of any assets of the Company.

34. Representation and Warranty of Executive

The Executive acknowledges and understands that the Company has extended employment opportunities to Executive based upon Executive's representation and warranty that Executive is in good health and able to perform the work contemplated by this Agreement for the term hereof.

35. Invalid Provision; Severability

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

36. Modification

No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

37. Entire Agreement

This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification, or discharge is sought.

38. Disputes

Any controversy, claim or dispute arising out of or relating to this Agreement or the employment relationship, either during the existence of the employment relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in state or federal court in [City], [State]. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the Secretary of State (the “Agent”) or to the party at the party’s last known address, if personal service delivery can not be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery can not easily be effected.

EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.]

In witness hereof, each party to this Agreement has caused it to be executed at [place of execution] on the date indicated below.

EXECUTIVE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

15.

GENERAL EMPLOYMENT AGREEMENT

This General Employment Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [EMPLOYER NAME] (the "Employer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. Employer is engaged in the business of [DESCRIBE], and maintains a branch office at [address], [city], [state/PROVINCE].
- B. Employee has been engaged and has had a great deal of experience in the above-designated business.
- C. Employee is willing to be employed by employer, and employer is willing to employ employee, on the terms, covenants, and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. EMPLOYMENT

- A. Employer employs, engages, and hires employee as a [designate position] to [designate duties], and employee accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of employer.
- B. Employee shall perform such other duties as are customarily performed by one holding such position in other, same, or similar businesses or enterprises as that engaged in by employer, and shall also additionally render such other and unrelated services and duties as may be assigned to [him or her] from time to time by employer.

2. BEST EFFORTS OF EMPLOYEE

Employee agrees that [he or she] will at all times faithfully, industriously, and to the best of [his or her] ability, experience, and talents, perform all of the duties that may be required of and from [him or her] pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of employer. Such duties shall be rendered at [address], [city], [STATE/PROVINCE], and at such other place or places as employer shall in good faith require or as the interest, needs, business, or opportunity of employer shall require.

3. TERM OF EMPLOYMENT

The term of this Agreement shall be a period of [number] years, commencing [date], and terminating [date], subject, however, to prior termination as provided in this Agreement. At the expiration date of [date], this Agreement shall be considered renewed for regular periods of one year, provided neither party submits a notice of termination.

4. COMPENSATION OF EMPLOYEE

Employer shall pay employee, and employee shall accept from employer, in full payment for employee's services under this Agreement, compensation at the rate of [SALARY] per [MONTH/year], payable twice a month on the [number] and [number] days of each month while this Agreement shall be in force.

Employer shall reimburse employee for all necessary expenses incurred by employee while traveling pursuant to employer's directions.

5. TERMINATION DUE TO DISCONTINUANCE OF BUSINESS

In spite of anything contained in this Agreement to the contrary, in the event that employer shall discontinue operating its business at [address], [city], [state/PROVINCE], then this Agreement shall terminate as of the last day of the month in which employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the termination date of this Agreement.

6. OTHER EMPLOYMENT

Employee shall devote all of [his or her] time, attention, knowledge, and skills solely to the business and interest of employer, and employer shall be entitled to all of the benefits, profits, or other issues arising from or incident to all work, services, and advice of employee, and employee shall not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other business similar to employer's business or any allied trade; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of employee to invest any of [his or her] money in the capital stock or other securities of any corporation whose stock or securities are

publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent employee from investing or limit employee's right to invest [his or her] money in real estate.

7. TRADE SECRETS

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, corporation, or other entity in any manner whatsoever any information concerning any matters affecting or relating to the business of employer, including but not limited to any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of employer, its manner of operation, its plans, processes, or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important, employer and employee specifically and expressly stipulating that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of employer, and employer's good will, and that any breach of the terms of this section shall be a material breach of this Agreement.

8. TRADE SECRETS AFTER TERMINATION OF EMPLOYMENT

All of the terms of Section Eight of this Agreement shall remain in full force and effect for the period of [number] years after the termination of employee's employment for any reason, and during such [number]-year period, employee shall not make or permit the making of any public announcement or statement of any kind that [he or she] was formerly employed by or connected with employer.

9. Reimbursement of Expenses

The Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Company policy.

10. RECOMMENDATIONS FOR IMPROVING OPERATIONS

Employee shall make available to employer all information of which employee shall have any knowledge and shall make all suggestions and recommendations that will be of mutual benefit to employer and employee.

11. ADDITIONAL COMPENSATION

Employee shall not be entitled to any additional compensation by reason of any service that [he or she] may perform as the member of any managing committee of employer, or in the event that [he or she] shall at any time be elected an officer or director of employer.

12. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER

In spite of anything contained in this Agreement to the contrary, employee shall not have the right to make any contracts or commitments for or on behalf of employer without first obtaining the express written consent of employer.

13. AGREEMENTS OUTSIDE OF CONTRACT

This Agreement contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date of this Agreement, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges that [he or she or it] has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied on such payments or representations in connection with [his or her or its] dealings with the other.

14. VACATION

Employee shall be entitled to [number] days of paid vacation each year during the term of this Agreement, the time for such vacation to be determined by mutual Agreement between employer and employee.

15. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

16. FIDELITY BOND

Employee will immediately make application for a fidelity or a surety bond, to any company designated by employer, in such amount as may be specified by employer. Employer shall pay the premium on such bond, and such bond shall continue in force in such amounts as employer may from time to time require and in the event such bond is refused, or is ever canceled, except with the approval of employer, employee's employment may be terminated immediately and employee shall be entitled to compensation to the date of such termination only.

17. TERMINATION

- A. This Agreement may be terminated by either party on [number] days' written notice to the other. If employer shall so terminate this Agreement, employee shall be entitled to compensation for [number] days.

- B. In the event of any violation by employee of any of the terms of this Agreement, employer may terminate employment without notice and with compensation to employee only to the date of such termination.
- C. It is further agreed that any breach or evasion of any of the terms of this Agreement by either party will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and or specific performance as well as to all other legal or equitable remedies to which such injured party may be entitled under this Agreement.

18. TERMINATION FOR DISABILITY

- A. In spite of anything in this Agreement to the contrary, employer has the option to terminate this Agreement in the event that employee shall, during the term of this Agreement, become permanently disabled as the term permanently disabled is fixed and defined in this Section. Such option shall be exercised by employer giving notice to employee by registered mail, addressed to [him or her] in care of employer at [mailing address] or at such other address as employee shall designate in writing of employer's intention to terminate this Agreement on the last day of the month during which such notice is mailed. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally set forth in this Agreement as the termination date of this Agreement.
- B. For the purposes of this Agreement, employee shall be deemed to have become permanently disabled, if, during any year of the term of this Agreement, because of ill health, physical or mental disability or for other causes beyond employee's control [he or she] shall have been continuously unable or unwilling or shall have failed to perform [his or her] duties under this Agreement for [number] consecutive days, or if, during any year of the term of this Agreement, employee shall have been unable or unwilling or shall have failed to perform [his or her] duties for a total period of [number] days, irrespective of whether or not such days are consecutive. For the purposes of this Agreement, the term "any year of the term of this Agreement" is defined to mean any 12-calendar-months period commencing on [date], and terminating on [date], during the term of this Agreement.

19. Death Benefit

Should Employee die during the term of employment, the Company shall pay to Employee's estate any compensation due through the end of the month in which death occurred.

20. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that

the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

21. CHOICE OF LAW

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of [STATE/PROVINCE] and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of [STATE/PROVINCE] shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

22. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

23. ATTORNEY FEES

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

24. PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

In witness hereof, the parties have caused it to be executed on the date indicated above.

EMPLOYEE

EMPLOYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EMPLOYMENT AGREEMENT FOR KEY EMPLOYEE

This Employment Agreement for Key Employee (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- D. Company is engaged in the business of [DESCRIBE], and maintains a branch office at [address], [city], [state/PROVINCE].
- E. Employee has been engaged and has had a great deal of experience in the above-designated business.
- F. Employee is willing to be employed by Company, and Company is willing to employ employee, on the terms, covenants, and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Employment

Company will employ Employee and Employee accepts employment upon the terms set forth below, and at a compensation which may be agreed upon from time to time by Company and Employee. This Agreement starts as of the date set forth above and remains in effect for an indefinite time until terminated by Company or by Employee by giving the other party notice of termination at least [NUMBER] days in advance. Instead of such notice, Company may at its sole option, pay Employee the salary equivalent for [NUMBER] days. While employed by Company, Employee agrees to devote Employee's full working time to the affairs of Company. Employee shall not work as an employee, independent consultant or agent for another entity, whether or not during the business hours of Company, without the permission of Company.

2. Confidentiality

Employee recognizes and acknowledges that the software systems, including specifications, programs and documentation, the methods and data which Company owns, plans or develops, whether for its own use or for use by its clients, developments, designs, inventions and improvements, trade secrets and works of

authorship are confidential and are the property of Company. Employee also recognizes that Company's customer lists, supplier lists, proposals and procedures are confidential and are the property of Company. Employee further recognizes and acknowledges that in order to enable Company to perform services for its clients, those clients may furnish to Company confidential information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to Company depends upon, among other things, Company and its employees keeping such services and information confidential. All of these materials and information including that relating to Company's systems and Company's clients, will be referred to below as "Proprietary Information."

3. Non-Disclosure

Employee agrees that, except as directed by Company, and in the ordinary course of Company's business, Employee will not at any time, whether during or after Employee's employment with Company, disclose to any person or use, directly or indirectly, for Employee's own benefit or the benefit of others, any Proprietary Information, or permit any person to examine or make copies of any documents which may contain or is derived from Proprietary Information, whether prepared by Employee or otherwise coming into Employee's possession or control. Employee agrees that the provisions of this paragraph shall survive the termination of this Agreement and Employee's employment by Company.

4. Possession

Employee agrees that upon request by Company, and in any event upon termination of Employee's employment, Employee shall then over to Company all documents, papers or other material in Employee's possession or under Employee's control which may contain or be derived from Proprietary Information, together with all documents, notes or Employee's work products which are connected with or derived from Employee's services to Company and all copies of software obtained from Company shall be either returned to Company or, as appropriate, permanently deleted. Upon termination of Employee's employment with Company, Employee agrees to pay in full any amount owed Company, including but not limited to monies used to purchase computer hardware. The return of any computer hardware purchased by Employee will not be accepted in lieu of such payment.

5. Ownership

Employee hereby assigns and agrees to assign to Company or its subsidiaries or affiliates, as appropriate, its successors, assigns or nominees, Employee's entire right, title and interest in any developments, designs, patents, inventions and improvements, trade secrets, trademarks, copyrightable subject matter or proprietary information which Employee has made or conceived, or may make or conceive, either solely or jointly with others, while providing services to Company, or with the use of the time, material or facilities of Company or

relating to any actual or anticipated business, research, development, product, service or activity of Company known to Employee while employed at Company, or suggested by or resulting from any task assigned to Employee or work performed by Employee for or on behalf of Company, whether or not such work was performed prior to the date of this Agreement.

It is further agreed, that without charge to Company, but at its expense, Employee will execute and deliver all such further documents as may be necessary, including original applications and applications for renewal, extension or reissue of such patents, trademark registrations or copyright registrations, in any and all countries, to vest title thereto in Company, its successors, assigns or nominees.

6. Non-Competition

Employee agrees that because of the confidential and sensitive nature of the Proprietary Information and because the use of, or even the appearance of the use of, the Proprietary Information in certain circumstances may cause irreparable damage to Company and its reputation, or to clients of Company, Employee shall not, until the expiration of [NUMBER] year after the date on which Employee's employment with Company terminates for any reason, engage, directly or indirectly, or through any corporation or associates in any business, enterprise or employment which directly solicits business, performs services or delivers goods that are competitive to those of Company to any customer or prospect of Company. Company and Employee agree that this covenant is fair and reasonable; however, in the event that a court should decline to enforce these provisions, Employee and Company agree that the provisions should be modified to restrict Employee's competition with Company to the maximum extent enforceable, but in no event will the covenants be interpreted as more restrictive to Employee.

7. Injunctive Relief

Employee acknowledges that disclosure of any Proprietary Information by Employee or breach by Employee of any of the covenants not to compete will give rise to irreparable injury to Company, or clients of Company. Employee also agrees that this injury to Company, or clients of Company, would be inadequately compensated in money damages alone. Accordingly, Company or, where appropriate the client of Company, may seek and obtain injunctive relief against the breach, or threatened breach, of the disclosure of any Proprietary Information by Employee, or breach by Employee of any of the covenants not to compete, in addition to any other legal remedies which may be available. Company further acknowledges that the enforcement of a remedy hereunder by way of injunction would not prevent Employee from earning a reasonable livelihood since Employee's experience and capabilities would be such that in the event that Employee's employment with Company terminates for any reason, Employee will be able to obtain employment in business activities which are not restricted by this Agreement.

General

This Agreement contains the entire understanding between Company and Employee relating to the subject matter of confidentiality, work product and non-competition. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE], and may be modified only by a

writing signed by Employee and Company. Employee hereby consents to the exclusive jurisdiction of the courts of the State of [STATE/PROVINCE] sitting in [STATE/PROVINCE] or the Federal courts sitting in [STATE/PROVINCE]. The provisions of this Agreement relating to confidentiality and non-competition shall survive any termination of employment.

In witness hereof, each party to this Agreement has caused it to be executed on the date indicated above.

EMPLOYEE

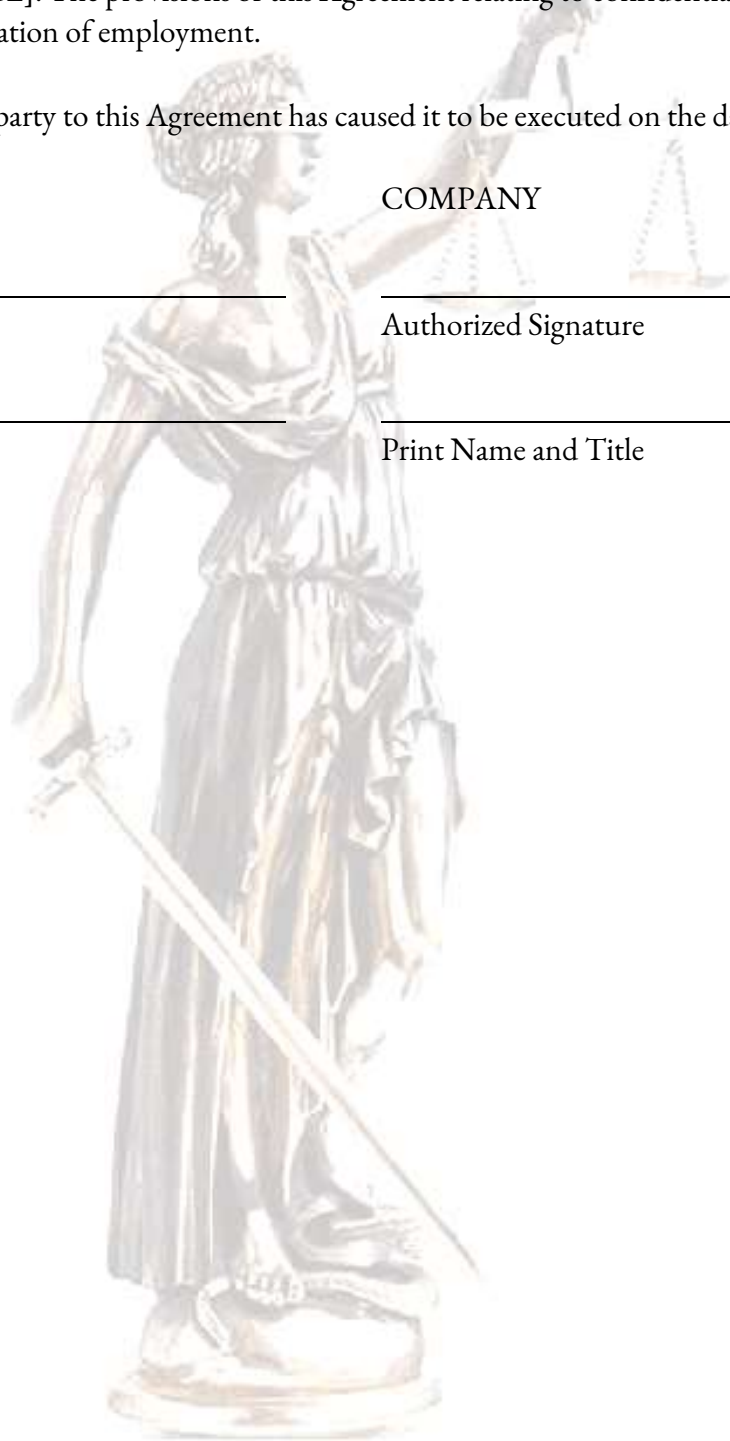
COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



APPLICANT INFORMATION RELEASE

This Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In connection with my application for employment with the Company, I hereby agree as follows:

I hereby authorize any person, educational institution, or company I have listed as a reference on my employment application to disclose in good faith any information they may have regarding my qualifications and fitness for employment. I will hold the Company, any former employers, educational institutions, and any other persons giving references free of liability for the exchange of this information and any other reasonable and necessary information incident to the employment process.

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

16.

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: LETTER TO NEW EMPLOYER OF [NAME OF FORMER EMPLOYEE] – NON-DISCLOSURE

To Whom It May Concern:

We understand that [Name of former employee] has decided to join your company. We would like to inform you of the following facts:

1. During his/her employment by us, [Name of former employee] had access to our trade secrets including, but not limited to, advanced information about [Specify].
2. In connection with his/her employment, [Name of former employee] signed an Employment Agreement in which he/she promised not to disclose or utilize any of our trade secrets without our permission. The Agreement remains in full force and effect.
3. At the time [Name of former employee] left our company, he/she was informed of his/her continuing obligations under the Employment Agreement and he/she signed an acknowledgment of such obligations, a copy of which is enclosed.

We are confident that [Name of former employee] intends to comply with his/her obligations and respect our trade secrets. We also trust that your company will not assign him/her to a position which might risk disclosure of our trade secrets.

If you have any questions regarding these matters, we will be happy to clarify them for you. In addition, if at any time you wish to know whether information provided you by [Name of former employee] is a trade secret owned by us, we will be happy to work out a procedure for providing you with this information.

Sincerely,
Your name
Your title

NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Acknowledgment of Obligations (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Company desires to employ Employee and Employee desires to be employed by Company in connection with certain aspects of the development or marketing of certain computer systems or other products for Company; and

WHEREAS, in connection with such employment, Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Company or clients of Company; and

WHEREAS, Employee and Company desire to prevent the dissemination or misuse of such information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment

Company hereby employs or continues to employ Employee and Employee hereby accepts employment, upon the terms and conditions contained herein and at a compensation as shall be agreed upon from time to time by Company and Employee. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party by giving the other party notice of termination at least [NUMBER] days in advance. While employed by Company, Employee shall devote his or her full working time to Company's affairs and shall faithfully and diligently serve Company's interests.

2. Confidentiality

Employee recognizes and acknowledges that the systems which Company owns, plans or develops, whether for its own use or for use by its clients, are confidential and are the property of Company. Employee further recognizes and acknowledges that in order to enable Company to perform services for its clients, such clients may furnish to Company confidential information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to Company depends upon, among other things, Company

and its employees keeping such services and information confidential (collectively, including Company systems and Company client information, the "Confidential Information").

3. Non-Disclosure

Employee agrees that, except as directed by Company, the Employee will not at any time, whether during or after his employment with Company, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Employee or otherwise coming into the Employee's possession or control without the prior written permission of Company.

4. Possession

Employee agrees that upon request by Company, and in any event upon termination of employment, Employee shall turn over to Company all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to Company whether or not such material is at the date hereof in Employee's possession. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by Company. Company shall, from time to time as may be requested by Company, do all things which may be necessary to establish or document Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

5. Non-Competition

Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to Company and its reputation, or to clients of Company, Employee shall not, until the expiration of two years after the termination of the employment relationship between Company and Employee, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with Company.

6. Saving Provision

Company and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and Company; however, Employee and Company are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph Company and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be

modified to restrict Employee's competition with Company to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.

7. Enforceable

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against Company whether predicated on this Agreement or otherwise.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

9. Injunctive Relief

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to Company or clients of Company, inadequately compensable in damages. Accordingly, Company or, where appropriate a client of Company, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that in the event of the termination of employment with the Company the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different or non-competing nature with his or her activities as an employee of Company; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Employee from earning a reasonable livelihood. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

10. Company's Clients

If Employee's employment with Company terminates for any reason, the Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Company or its subsidiaries or any person or firm which has contacted or been contacted by Company as a potential customer or client of Company; and Employee shall keep in strictest confidence, both during the Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Company, information as to sources of, and arrangements for, hardware supplied to customers or clients of Company, submission and proposal procedures of Company, customer or contact lists or any other Confidential Information.

11. Governing Law

The Agreement shall be construed in accordance with the laws of the State of [STATE/PROVINCE].

12. NOTICE

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Employee at his residence address as the same appears on the books and records of Company or to Company at its principal office, attention of the President, or otherwise as directed by Company, from time to time.

13. SURVIVAL

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

COMPANY

EMPLOYEE

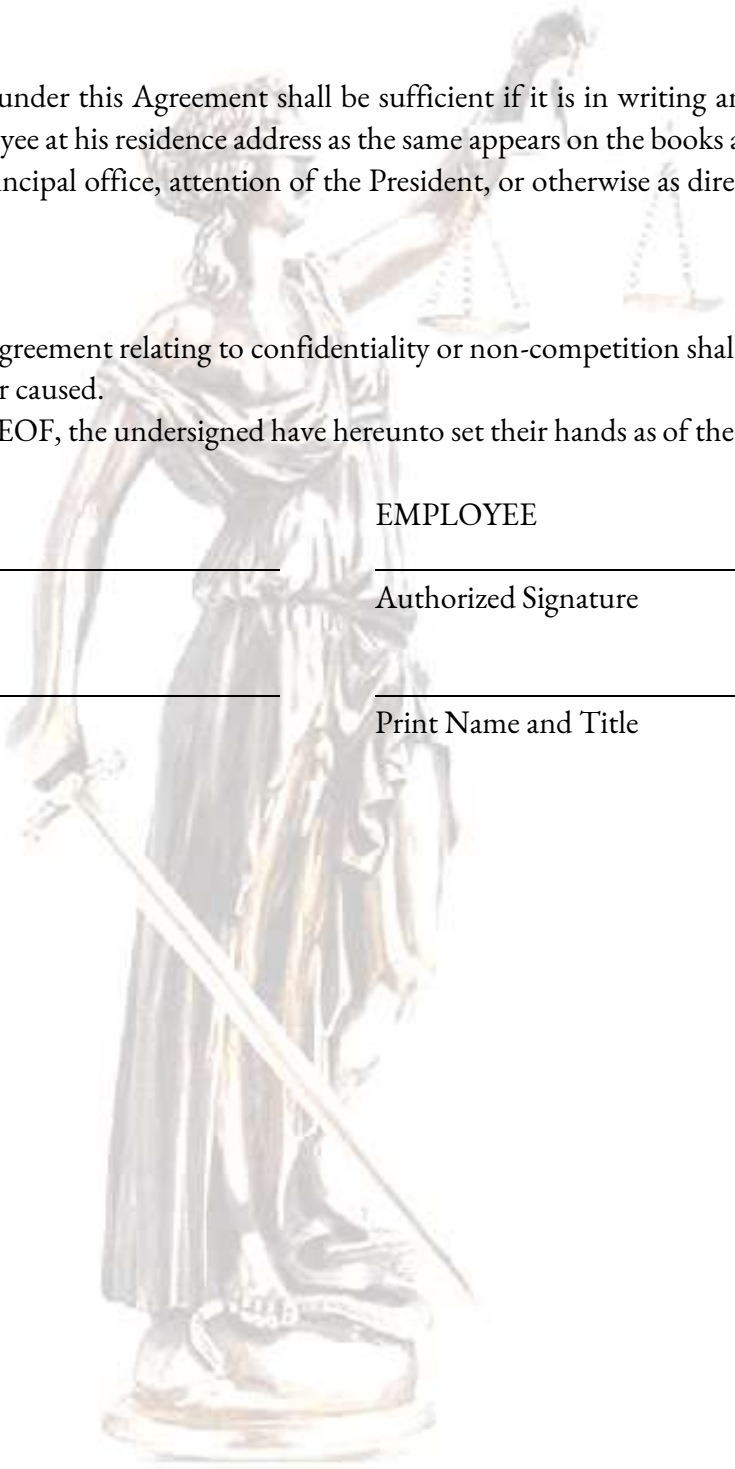
Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

17.



PHYSICAL EXAMINATION CONSENT AGREEMENT

This Physical Examination Consent Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In connection with my application for employment with the Company, I hereby agree as follows:

TERMS

I, a current employee of [COMPANY] ("the Company"), understand that my current job requires a significant amount of physical activity and/or physical activity of a difficult nature. I understand that a physical examination is necessary to assess my continuing fitness for the essential functions of my job. In consideration for my desire for a safe work environment and for my own safety as well as the safety of my fellow employees, I give my consent for the Company to conduct the physical examinations it considers necessary as outlined in its "Physical Examination" policy.

I have the right to ask questions of the examining medical personnel, and I have the right to receive a copy of the written evaluation concerning my fitness to perform the essential duties of my current job. I have the right to stop the examination at any point, but such an act may jeopardize the status of my employment.

I authorize the laboratory or medical personnel retained by the Company for the physical examination to release the results to the Company for whatever use the Company deems appropriate. Further, I release the laboratory or medical personnel conducting the examination, the Company, and the Company's employees, directors, officers, and successors from any liabilities, claims, and causes of action, known or unknown, contingent or fixed, that may result from this physical examination. I agree not to file any lawsuit or other action to assert a claim.

I have read and understood this agreement, and I sign this without any coercion or duress by any individual or institution.

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment by [Name of company], (the “Company”), I hereby agree to the following restrictions placed on my use and development of information, technology, ideas and inventions:

1. Proprietary Information

a. Restrictions on Proprietary Information

I agree that, during my employment and after, I will hold the Proprietary Information of the Company in strict confidence and will neither use the information nor disclose it to anyone, except to the extent necessary to carry out my responsibilities as an employee of the Company or as specifically authorized in writing by a duly authorized officer of the Company. I understand that “Proprietary Information” means all information pertaining in any manner to the business of the Company or its affiliates, consultants, or business associates, unless:

- i. the information is or becomes publicly known through lawful means;
- ii. the information was part of my general knowledge prior to my employment by the Company; or
- iii. the information is disclosed to me without restriction by a third party who rightfully possesses the information and did not learn of it from the Company.

This definition includes, but is not limited to, (A) schematics, techniques, development tools, processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, and bids; (C) plans for business, marketing, future development and new product concepts; and (D) employee personnel files and information about employee compensation and benefits.

b. Prior Actions and Knowledge

Except as disclosed on Schedule A to this Agreement, I do not know anything about the Company's business or Proprietary Information, other than information I have learned from the Company in the course of being hired and employed.

c. Third Party Information

I recognize that the Company has received and will receive confidential or proprietary information from third parties. I will hold all such information in the strictest confidence and will not use the information or disclose it to anyone (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party).

d. Interference with Business

I agree that during my employment with the Company and for a period of [NUMBER] year after termination of my employment with the Company, I shall not directly or indirectly (i) divert or attempt to divert from the Company (or any affiliate) any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers or (ii) solicit, induce, recruit or encourage any person employed by the Company to leave their employment.

2. Inventions

a. Assignment of Inventions

I agree to assign to the Company, without further consideration, my entire right, title, and interest (throughout the [COUNTRY] and in all foreign countries), free and clear of all liens and encumbrances, in and to all Inventions. Notwithstanding the foregoing, the Company may, in its discretion, agree to provide consideration for certain Inventions through a written agreement between the Company and the undersigned which specifically provides for such consideration; in all other cases, no consideration shall be paid. The Inventions shall be the sole property of the Company, whether or not copyrightable or patentable. In addition, I agree to maintain adequate and current written records on the development of all Inventions, which shall also remain the sole property of the Company. I understand that "Inventions" means all ideas, processes, inventions, technology, designs, formulas, discoveries, patents, copyrights, and trademarks, and all improvements, rights, and claims related to the foregoing, that are conceived, developed, or reduced to practice by me alone or with others except Inventions excluded in Schedule A:

Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- i. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
- ii. Result from any work performed by the employee for the employer.

b. License for Other Inventions

If, in the course of my employment, with the Company, I incorporate into Company property an invention owned by me or in which I have an interest, the Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, modify, use and sell my invention as part of and in connection with the Company property.

c. Assist With Registration

In the event any Invention shall be deemed by the Company to be copyrightable or patentable or otherwise registrable, I will assist the Company (at its expense) in obtaining and maintaining letters patent or other applicable registrations and in vesting the Company with full title. Should the Company be unable to secure my signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or

other right or protection relating to any Invention, due to my incapacity or any other cause, I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney-in-fact to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protection with the same force and effect as if executed and delivered by me.

d. Disclosure

I agree to disclose promptly to the Company all Inventions and relevant records. I further agree to promptly disclose to the Company any idea that I do not believe to be an Invention, but is conceived, developed, or reduced to practice by me (alone or with others) while I am employed by the Company or during the one-year period following termination of my employment. I will disclose the idea, along with all information and records pertaining to the idea, and the Company will examine the disclosure in confidence to determine if in fact it is an Invention subject to this Agreement.

e. Post-Termination Period

I agree that any idea, invention, writing, discovery, patent, copyright, or trademark or similar item, or improvement shall be presumed to be an Invention if it is conceived, developed, used, sold, exploited, or reduced to practice by me or with my aid within [NUMBER] year after my termination of employment with the Company. I can rebut the above presumption if I prove that the idea, invention, writing, discovery, patent, copyright, or trademark or similar item, or improvement is not an Invention covered by this Agreement.

3. Former or Conflicting Agreements

a. Former Agreements

I represent and warrant that my performance of the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me prior to my employment by the Company. I have listed in Schedule A all other agreements concerning proprietary information or inventions to which I am a party and attached copies of any agreements in my possession. To the best of my knowledge, there is no other contract between me and any other person or entity that is in conflict with this Agreement or concerns proprietary information, inventions or assignment of ideas.

b. Obligations During Employment

During my employment with the Company, I will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others.

4. Termination

a. Return of the Company's Property

I agree to promptly return to the Company upon termination of my employment all Proprietary Information and all personal property furnished to or prepared by me in the course of or incident to my employment.

Following my termination, I will not retain any written or other tangible material containing any Proprietary Information or information pertaining to any Invention.

b. Termination Certificate

In the event of the termination of my employment, I agree, if requested by the Company, to sign and deliver the Termination Certificate attached as Schedule B.

c. Subsequent Employers

I agree that after the termination of my employment with the Company, I will not enter into any agreement that conflicts with my obligations under this Agreement and will inform any subsequent employers of my obligations under this Agreement.

5. No implied employment rights

I recognize that nothing in this Agreement shall be construed to imply that my employment is guaranteed for any period of time. Unless stated in a written agreement signed by a duly authorized officer of the Company, my employment is for an indefinite duration, and either the Company or I can terminate our employment relationship at any time, without notice and for any reason, with or without cause.

6. Remedies

I recognize that nothing in this Agreement is intended to limit any remedy of the Company under any federal or state law concerning trade secrets, I recognize that my violation of this Agreement could cause the Company irreparable harm and agree that the Company shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement.

7. Miscellaneous Provisions

a. Assignment

I agree that the Company may assign to another person or entity any of its rights under this Agreement.

b. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State [State].

c. Severability

If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement shall remain in full force and effect.

d. Entire Agreement

The terms of this Agreement are the final expression of my agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms. I acknowledge that the Company has not made any other representations concerning the subject matter of this Agreement.

e. Amendment; Waivers

This Agreement can be amended or terminated only by a written agreement signed by both parties. No failure to exercise or delay in exercising any right under this Agreement shall operate as a waiver thereof.

f. Successors and Assigns

This Agreement shall be binding upon me and my heirs, executors, administrators, and successors, and shall inure to the benefit of the Company's successors and assigns.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY NOTED ON SCHEDULE A TO THIS AGREEMENT ANY PROPRIETARY INFORMATION, IDEAS, PROCESSES, INVENTIONS, TECHNOLOGY, WRITINGS, PROGRAMS, DESIGNS, FORMULAS, DISCOVERIES, PATENTS, COPYRIGHTS, OR TRADEMARKS, OR IMPROVEMENTS, RIGHTS, OR CLAIMS RELATING TO THE FOREGOING, THAT I DESIRE TO EXCLUDE FROM THIS AGREEMENT.

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SCHEDULE A

EMPLOYEE'S DISCLOSURE

1. Proprietary Information

Except as set forth below, I acknowledge that at this time I know nothing about the business or Proprietary Information of Company (the "Company"), other than information I have learned from the Company in the course of being hired:

2. Prior Inventions

Except as set forth below, there are no ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, or trademarks, or any claims, rights, or improvements to the foregoing, that I wish to exclude from the operation of this Agreement:

3. Prior Agreements

Except as set forth below, I am aware of no prior agreements between me and any other person or entity concerning proprietary information or inventions (attach copies of all agreements in your possession):

EMPLOYEE

Authorized Signature

Print Name and Title
18.



SCHEDULE B

TERMINATION CERTIFICATE CONCERNING THE COMPANY PROPRIETARY INFORMATION

This is to certify that I have returned all personal property of Company, (the “Company”), including, without limitation, all source code listings, books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, and other documents and materials, Proprietary Information, and equipment furnished to or prepared by me in the course of or incident to my employment with the Company, and that I did not make or distribute any copies of the foregoing.

I further certify that I have reviewed the Employee Proprietary Information and Inventions Agreement signed by me and that I have complied with and will continue to comply with all of its terms, including, without limitation, (i) the reporting of any idea, process, invention, technology, writing, program, design, formula, discovery, patent, copyright, or trademark, or any improvement, rights, or claims related to the foregoing, conceived or developed by me and covered by the Agreement and (ii) the preservation as confidential of all Proprietary Information pertaining to the Company. This certificate in no way limits my responsibilities or the Company's rights under the Agreement.

On termination of my employment with the Company, I will be employed by [Name of New Employer] [division] and I will be working in connection with the following projects:

[Generally describe the projects]

EMPLOYEE RESTRICTIVE COVENANTS

Following are covenants that you can copy and paste into any employment agreement. Thus, the contracts you will sign with future or actual employees will legally protect the company and employees. Remember to ask your lawyer to review any legal document you are about to sign.

Restrictive Covenants

The Employee acknowledges that the Corporation, through its employment of the Employee, has provided the Employee with confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's clients. The Employee further acknowledges that such confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's clients are the result of his employment by the Corporation. In consideration of the foregoing and of the benefits generally provided to the Employee by the Corporation pursuant to the terms of this Agreement and otherwise, the Employee agrees to abide and be bound by the restrictions and prohibitions of this Article, which restrictions are intended by the parties to extend to any and all activities of the Employee, whether as an independent contractor, partner or joint venturer, or as an officer, director, stockholder, agent, employee or salesman for any person, firm, partnership, corporation or other entity, or otherwise.

Hiring

The Employee agrees that during the Employee's employment with the Corporation and for a period of [NUMBER] years following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not attempt to hire any other employee or independent contractor of the Corporation or otherwise encourage or attempt to encourage any other employee or independent contractor of the Corporation to leave the Corporation's employ.

Confidentiality; Disclosure; Proprietary Information

Employee recognizes and acknowledges that all records with respect to clients, business associates, customer or referral lists, contracting parties and referral sources of the Corporation, and all personal, financial and business and proprietary information of the Corporation, its employees, officers, directors and shareholders obtained by the Employee during the term of this Agreement and not generally known in the public (the "Confidential Information") are valuable, special and unique and proprietary assets of the Corporation's business. The Employee hereby agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not at any time, directly or indirectly, disclose any Confidential Information, in full or in part, in written or other form, to any person, firm, corporation, association or other entity, or utilize the same for any reason or purpose whatsoever other than for the benefit of and pursuant to authorization granted by the Corporation.

Solicitation

The Employee further agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not, in any manner or at any time, solicit or encourage any person, firm, corporation or other business entity who are clients, business associates or referral sources of the Corporation to cease doing business with the Corporation or to do business with the Employee.

Non-Competition With Corporation Clients

Employee agrees that during the term of the Employee's employment with the Corporation and for a period of [NUMBER] years following the cessation of the relationship with the Corporation, the Employee shall not provide any service to or lend any aid or device to any of the clients of the Employer.

Covenants Independent

Each restrictive covenant on the part of the Employee set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which the Corporation and the Employee may have, fully performed and not executory, and the existence of any claim or cause of action by the Employee against the Corporation whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by the Corporation of any other covenant.

Proprietary Creations

All processes, inventions, patents, copyrights, trademarks, and other intangible rights (collectively the "Inventions") that may be conceived or developed by Employee, either alone or with others, during the term of Employee's employment, whether or not conceived or developed during Employee's working hours, and with respect to which the equipment, supplies, facilities, or trade secret information of Company was used, or that relate at the time of conception or reduction to practice of the Invention to the business of the Corporation or to Corporation's actual or demonstrably anticipated research and development, or that result from any work performed by Employee for Corporation, will be the sole property of Corporation, and shall be considered "works for hire", and Employee hereby assigns to the Corporation all of Employee's right, title and interest in and to such Inventions. Employee must disclose to Corporation all inventions conceived during the term of employment, whether or not the invention constitutes property of Corporation under the terms of the preceding sentence, but such disclosure will be received by Corporation in confidence. Employee must

execute all documents, including patent applications and assignments, required by Corporation to establish Corporation's rights under this Section.

Divisibility of Covenant Areas and Periods

If any portion of the restrictive covenants contained herein is held to be unreasonable, arbitrary or against public policy, each covenant shall be considered divisible both as to time and geographical area; and each [NUMBER] month of the specified period shall be deemed to be a separate period of time and each [NUMBER] mile radius segment of the geographical area shall be deemed to be a separate geographical area, so that the maximum lesser time and geographical area shall remain effective so long as the same is not unreasonable, arbitrary or against public policy.

Injunctive and Equitable Relief

Employee and Corporation recognize and expressly agree that the extent of damages to Corporation in the event of a breach by Employee of any restrictive covenant set forth herein would be impossible to ascertain, that the irreparable harm arising out of any breach shall be irrebuttably presumed, and that the remedy at law for any breach will be inadequate to compensate the Corporation. Consequently, the Employee agrees that in the event of a breach of any such covenant, in addition to any other relief to which Corporation may be entitled, Corporation shall be entitled to enforce the covenant by injunctive or other equitable relief ordered by a court of competent jurisdiction.

Venue; Court Proceedings

The Employee and the Corporation hereby agree that the venue of any action, proceeding, counterclaim, crossclaim, or other litigation relating to, involving, or resulting from the enforcement of this covenant shall be in [STATE/PROVINCE]. In any action or proceeding by Employee relating to or involving the enforcement of the covenant, and any counterclaim, crossclaim or other litigation which may be asserted or brought against Corporation, the Employee hereby expressly waives any and all right to a trial by jury with respect to the action, proceeding or other litigation resulting from or involving the enforcement of this covenant. Further, in any action or proceeding by Corporation to obtain a temporary restraining order and/or preliminary injunction, Employee hereby agrees that the Corporation shall not be required to post an injunction bond in excess of the principal sum of [AMOUNT] in order to obtain a temporary restraining order and/or preliminary injunction. Should the Corporation's action for a temporary restraining order and/or motion for preliminary injunction be granted in whole or in part and should Corporation be ultimately unsuccessful in obtaining a permanent injunction to enforce the covenant, Employee hereby waives any and all rights Employee may have against Corporation for any injuries or damages, including consequential damages, sustained by the Employee and arising directly or indirectly from the issuance of the temporary restraining order and/or preliminary injunction.

Indemnification

The Employee hereby agrees to indemnify and hold the Corporation and its officers, directors, shareholders and employees harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defense of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation, arising from or growing out of the Employee's breach or threatened breach of any covenant contained herein.

Acknowledgment

The Employee acknowledges that when this Agreement is concluded, the Employee will be able to earn a living without violating the foregoing restrictions and that the Employee's recognition and representation of this fact is a material inducement to the execution of this Agreement and to Employee's continued relationship with the Corporation.

Survival of Covenants

All restrictive covenants contained in this Agreement shall survive the termination of this Agreement.

SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SALES REPRESENTATIVE NAME] (the "Sales Representative"), living at:

Sales Representative agrees to:

1. Represent and sell the Company's products/services in the geographic area known as [Area name].
2. Accurately represent and state Company policies to all potential and present customers.
3. Promptly mail in all leads and orders to the Company.
4. Inform the sales manager of all problems concerning Company customers within the sales territory.
5. Inform the sales manager if the Sales Representative is representing, or plans to represent any other business firm. In no event shall sales representative represent a competitive company or product line either within or outside the designated sales area.
6. Telephone the Company with reasonable frequency to discuss sales activity within the territory.
7. Provide company [NUMBER]-days' notice should the Representative intend to terminate this Agreement.
8. Return promptly all materials and samples provided by the Company to the Representative, if either party terminates this agreement.

The Company Agrees to:

1. Pay the following commissions to the Sales Representative:

- a) [%] of all prepaid sales, except as stated in (4) below.
 - b) [%] of all credit sales, except as stated in (4) below.
2. To negotiate in advance of sale the commission percentage to be paid on all orders that the Company allows a quantity discount or other trade concession.
 3. Commissions on refunds to customers or merchandise returned by the customer in which a commission has already been paid to the Representative shall be deducted from future commissions to be paid to the Representative by the Company.
 4. Except by special arrangement, the following shall not be commissioned: [List]
 5. To provide the Sales Representative with reasonable quantities of business cards, brochures, catalogs, and any product samples required for sales purposes.
 6. To set minimum monthly quotas after consultation with the Sales Representative.
 7. To grant Representative [NUMBER]-days' notice should the Company wish to terminate this Agreement.
 8. To pay commissions to the Representative on sales from existing customers for a period of [Number] months after this agreement is terminated by either party.
 9. This constitutes the entire Agreement.
 10. This agreement shall be binding upon the parties and their successors and assigns.

Signed this [Day] day of [Month], [Year].

SALES REPRESENTATIVE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

APPLICANT APPRAISAL FORM

Use this form to rate the applicant in each category listed. Study the job description and this form before interviewing & appraising the job applicant. First you are asked to weigh the value of each category to the job being applied for, then circle the applicant's ability rating in each category. Multiply the two scores to get the total for each category. Add the category totals to reach the applicant's total score. Be sure to use the same value ratings for each applicant applying for the job.

VALUE FACTOR RATINGS

1=No value 2=Minimal value 3=Average value 4=Very important 5=Most important

APPLICANT'S ABILITY RATINGS

1=Unsatisfactory 2=Barely satisfactory 3=Satisfactory 4=Above average 5=Outstanding

SKILLS & KNOWLEDGE

The extent to which the applicant possesses the practical/technical knowledge required by the position.
Makes effort to constantly improve themselves.

Value Factor:	(<i>Lowest</i>)	1	2	3	4	5	(<i>Highest</i>)	Total	
Applicant's Ability:	(<i>Lowest</i>)	1	2	3	4	5	(<i>Highest</i>)	X Total	
CATEGORY TOTAL (Value X Ability):									

RESPONSIBILITY

The extent to which the applicant has demonstrated integrity and responsibility in the workplace & community.

Value Factor:	(<i>Lowest</i>)	1	2	3	4	5	(<i>Highest</i>)	Total	
Applicant's Ability:	(<i>Lowest</i>)	1	2	3	4	5	(<i>Highest</i>)	X Total	
CATEGORY TOTAL (Value X Ability):									

COMMUNICATION

The extent to which the applicant has demonstrates oral or written communication skills. Ability to listen well and work as a team member. Pleasant personality.

Value Factor:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	Total	
Applicant's Ability:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	X Total	
CATEGORY TOTAL (Value X Ability):									

INITIATIVE

The extent to which the applicant has the potential to work independently or with minimal supervision. Self-starter who seeks out opportunities.

Value Factor:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	Total	
Applicant's Ability:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	X Total	
CATEGORY TOTAL (Value X Ability):									

STABILITY

How stable is the applicant? (i.e. number of jobs in the past 10 years, length of time at last jobs, emotional control)

Value Factor:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	Total	
Applicant's Ability:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	X Total	
CATEGORY TOTAL (Value X Ability):									

MOTIVATION

How motivated is the applicant? Are they goal oriented? Will they work hard for our company?

Value Factor:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	Total	
Applicant's Ability:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	X Total	
CATEGORY TOTAL (Value X Ability):									

FLEXIBILITY

Ability of the applicant to “roll with the punches”, accept diverse assignments, and manage change.

Value Factor:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	Total	
Applicant’s Ability:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	X Total	
CATEGORY TOTAL (Value X Ability):									

CREATIVITY

How creative is the applicant? (problem solving, suggestions, innovation, etc.)

Value Factor:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	Total	
Applicant’s Ability:	<i>(Lowest)</i>	1	2	3	4	5	<i>(Highest)</i>	X Total	
CATEGORY TOTAL (Value X Ability):									

TOTAL VALUE POTENTIAL (Sum of All Category Totals):

Applicant’s Name: _____ Interview Date: _____

Reviewer’s Name: _____ Date: _____

Reviewer’s
Comments: _____

APPLICANT APPRAISAL FORM

The purpose of this form is to help you communicate your impression of a recent job applicant. Please review the job description and applicant resume before your interview with them. You should consider drafting some questions in advance of the interview. Limit your questions to job related issues so you can be prepared to answer the questions on this form. The interview should last no more than 30 minutes.

Be sure to fill out the form immediately after your interview, but please save your final ratings until after all applicants have been interviewed.

1. What is your impression of the applicant's **job skills and knowledge**?

2. Do you think the applicant can be a **valuable asset** to this company? Please explain.

3. What do you think about this applicant's **communication** skills?

4. How well do you feel this applicant will be able to **work with your current department or team**?

5. Do you know anyone **better qualified** for this job?

6. Please give your overall **rating** to this applicant, on a scale from 1 to 5, with 1 being lowest, and 5 being highest:

1 2 3 4 5

COMPLETE THE FOLLOWING AFTER INTERVIEWING ALL APPLICANTS:

What is your **overall ranking** of this applicant, as compared to the other applicants for this position that you have interviewed?

OUT OF

Appraiser's Name:

Title:

Signature

Date

Applicant Selection Criteria Record

JOB TITLE			
CANDIDATES CONSIDERED (INCLUDING MINORITIES AND FEMALES)			
NAME	MALE/ FEMALE	ETHNIC CODE*	ON LAB SECTION / OFF LAB
*ETHNIC CODES: 1-BLACK, 2-ORIENTAL, 3-HISPANIC, 4-AMERICAN INDIAN, 0-			
CANDIDATE SELECTED			
NAME	MALE/ FEMALE	ETHNIC CODE	SOURCE
SELECTION CRITERIA			
REASONS CANDIDATE SELECTED WAS PREFERABLE TO OTHERS			
ORIGINATOR'S SIGNATURE			DATE

--	--



CHECKLIST 19 STRATEGIES FOR HIRING THE BEST

- Focus on hiring only the best.
- Make sure you have a written job description.
- Don't limit your sources for good employees.
- Avoid hiring someone who averages more than one employer every two years.
- Use a rating system so that early candidates are not forgotten in the interview process.
- Where possible, promote from within to maintain employee morale.
- A person with an extensive self-employment background is very likely to go back to self-employment as soon as possible. Hire this person as a consultant.
- Disabled workers often do a better job with greater loyalty and less absences.
- Use a temporary employment agency instead of hiring an employee in haste.
- "Over qualified" people are better than "under qualified" people.
- Have the person leaving the position interview their replacement.
- Test the skills and industry knowledge of a prospective employee. Get specific.
- Look into a potential employee's energy levels. If you engage in more than one interview, try to do it at different times of the day.
- Look into any significant gaps in employment.
- Consider using outside recruitment agencies if you won't follow a process.
- Use pre-employment questionnaires.
- Test every new employee for drug use.
- Check an applicant's background and all references thoroughly.
- Memorialize the terms of employment.

CHECKLIST FOR EMPLOYMENT AGREEMENTS

Special Definitions

Description of Job Duties:

- Name of position
- Essential job functions or duties
- Duty of loyalty and best efforts
- Place and hours of employment

Length of Agreement:

- Original term
- Extension of agreement

Benchmarks and Performance Terms:

- Production benchmarks
- Marketing benchmarks
- Overhead benchmarks
- Skills enhancement
- Other benchmarks

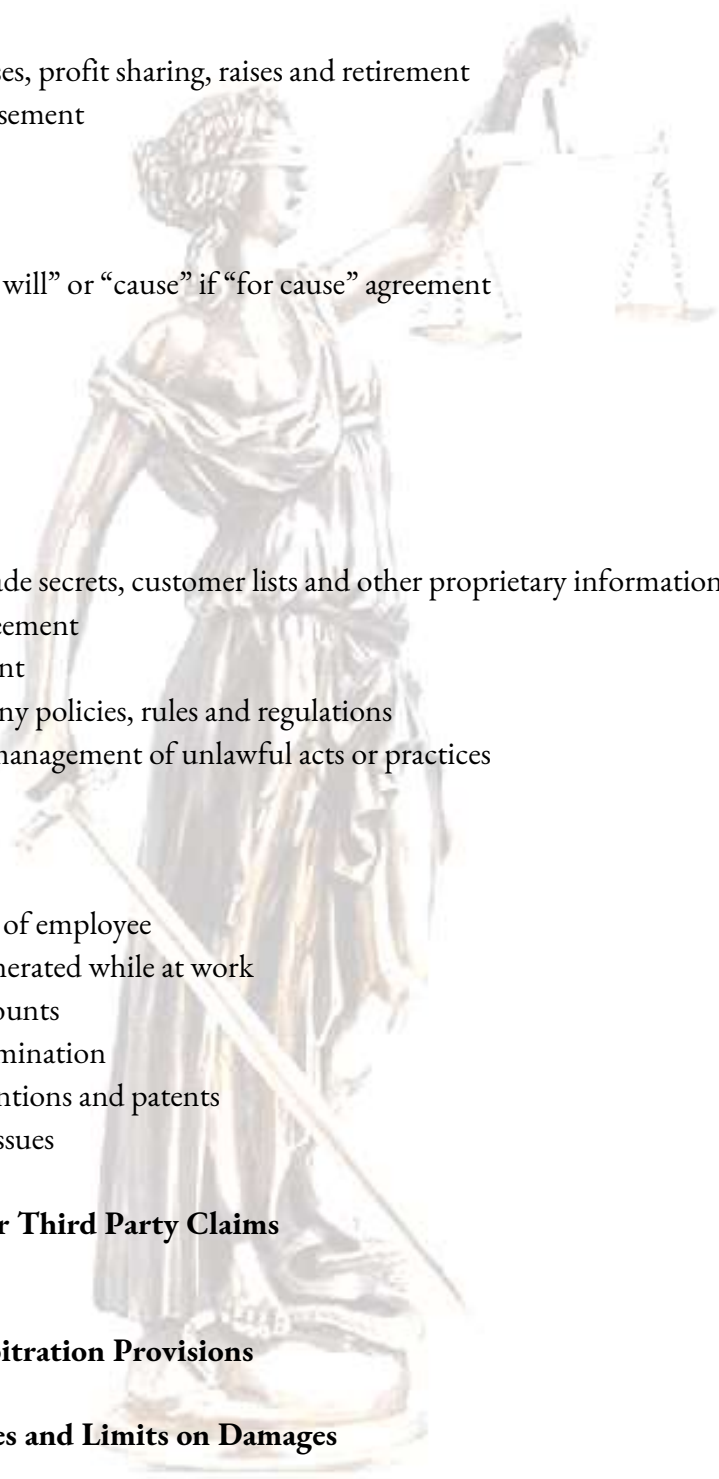
Compensation Terms:

- Base compensation (salary, hourly or commission)
- Overtime exempt status
- Commission arrangements including when "earned", draws, and effect of termination on pending deals
- Incentive programs
- Expenses, allowances, etc.
- Salary adjustments

Benefits:

- Health, dental, vision, life, disability and professional liability insurance



- 
- Professional licenses & memberships
 - Vacation
 - Holidays
 - Stock options, bonuses, profit sharing, raises and retirement
 - Educational reimbursement

 - Termination**
 - Definition of “at will” or “cause” if “for cause” agreement
 - Disability
 - Loss of licensure

 - Covenants:**
 - Non-disclosure of trade secrets, customer lists and other proprietary information
 - Non-solicitation agreement
 - Non-recruit agreement
 - Adherence to company policies, rules and regulations
 - Covenant to notify management of unlawful acts or practices

 - Property Rights:**
 - Existing clientele of employee
 - New clientele generated while at work
 - Records and accounts
 - Return upon termination
 - Copyrights, inventions and patents
 - “Work for hire” issues

 - Indemnification for Third Party Claims**

 - Mediation and Arbitration Provisions**

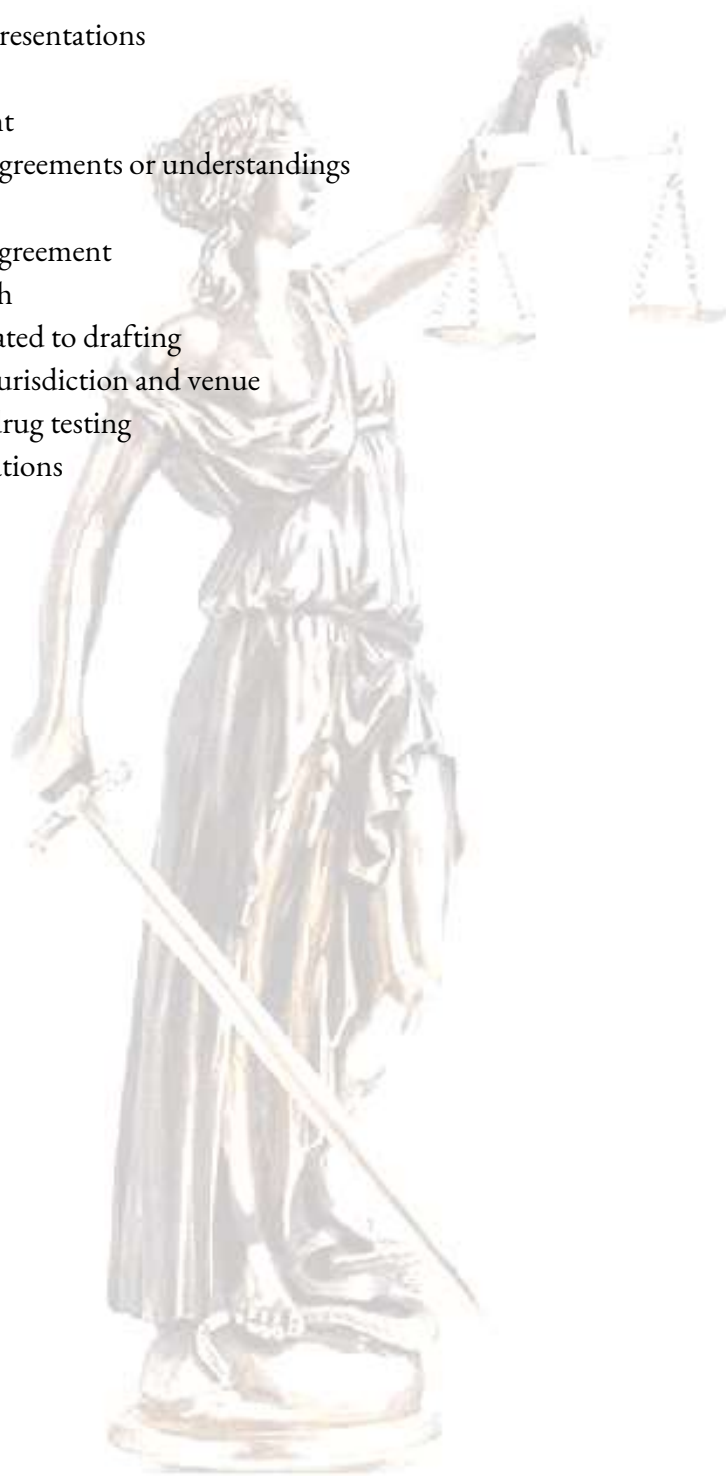
 - Liquidated Damages and Limits on Damages**

 - Attorney’s Fees and Costs**

Miscellaneous Clauses:

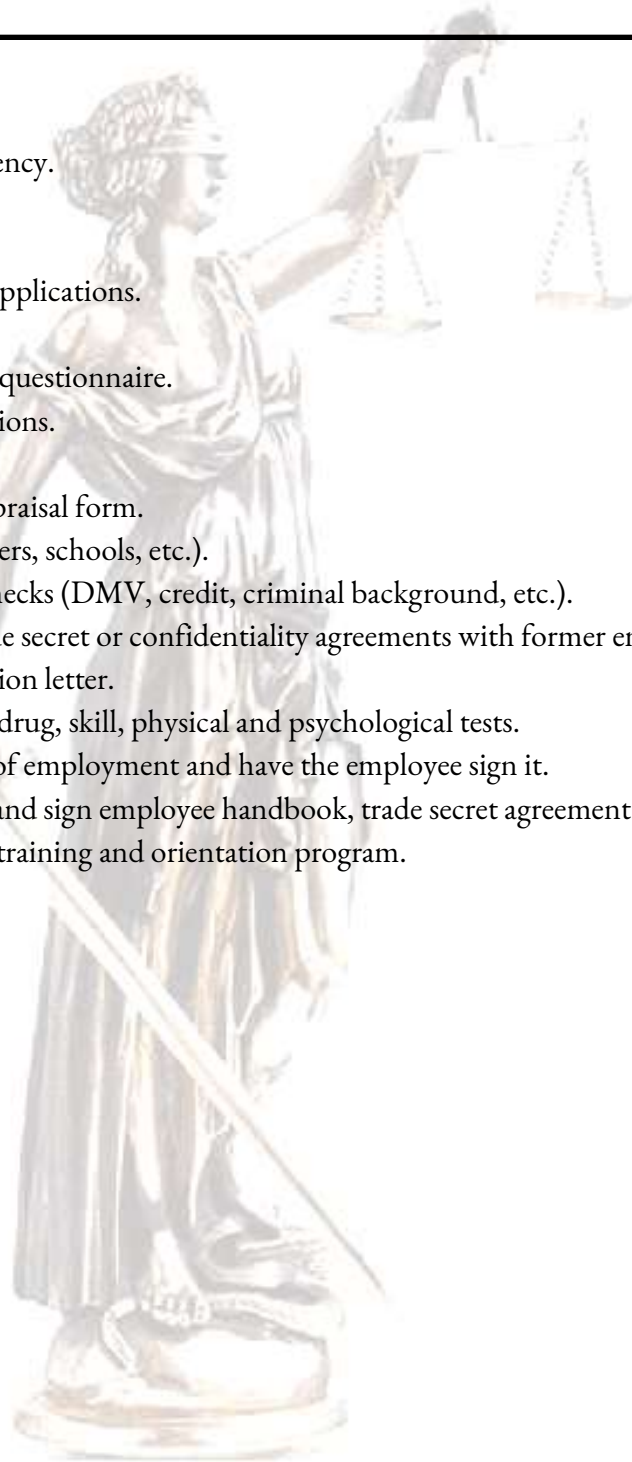
- Accuracy of representations
- Notices
- Entire agreement
- Effect of prior agreements or understandings
- Modifications
- Severability of agreement
- Waiver of breach
- Ambiguities related to drafting
- Choice of law, jurisdiction and venue
- Submission to drug testing
- Statute of limitations

Attorney review



CHECKLIST:HIRING EMPLOYEES

- Write a job description.
- Post the job internally.
- Contact a recruiting agency.
- Place help wanted ads.
- Accept resumes.
- Accept completed job applications.
- Screen applicants.
- Conduct pre-interview questionnaire.
- Prepare interview questions.
- Conduct interviews.
- Complete applicant appraisal form.
- Call references (employers, schools, etc.).
- Perform background checks (DMV, credit, criminal background, etc.).
- Find out about any trade secret or confidentiality agreements with former employers.
- Write the offer or rejection letter.
- Give necessary pre-hire drug, skill, physical and psychological tests.
- Memorialize the terms of employment and have the employee sign it.
- Have employee review and sign employee handbook, trade secret agreement and any other contracts.
- Introduce employee to training and orientation program.



CHECKLIST: HOME BASED WORKER

The advent of computers, network software, electronic mail, modems and faxes has boosted the popularity of telecommuting or home-based working and remote work-sites. In addition to the principles and strategies suggested elsewhere in this program, when employing home based or off-site workers you should:

- Test the workers' technical skills, including ability to use a computer.
- Train in the use of network software and electronic mail.
- Give detailed assignments, hours of work and time for completion.
- Have workers keep their time separately for each assignment.
- Use performance agreements and benchmarking standards.
- Make sure workers have a separate work area and a way to manage young children or elders in need of care.
- Have them come into the office at least once every other week.
- Have them sign all agreements and handbooks normally signed by regular employees.
- Make sure they have automobile insurance and homeowners or rental property insurance. Make sure your insurance policies cover these workers.
- Spot-check employee availability.
- Make sure all home equipment and furniture is ergonomically designed and in compliance with OSHA standards.
- Investigate all accidents immediately and completely.
- Involve your union in any home-based worker programs.
- If independent contractors, make sure they have a business license and sign an independent contractor's agreement.

NEW EMPLOYEE ORIENTATION CHECKLIST

Employee's Name:	SSA#:
Job Title:	Date of Hire:

The information checked below has been given or explained to the employee by the Personnel Department or a manager/supervisor.

Compensation and Benefits	
Time sheet/card	Performance Evaluations
Payroll Procedures	Promotions
Insurance Program Booklet	Transfers
Pension Plan Booklet	Vacations
Educational Assistance	Holidays
Credit Union	Absences/Tardiness
Stock Purchase Plan	Jury Duty
Savings Bond Plan	Leaves of Absence
Sick Benefits—Limitations, etc.	Maternity Leave/FMLA Leave
General	
Mission Statement	Ethics Statement
Employee Handbook/Labor	Introduction to Security Guards
Agreement/Rules Booklet	Transportation
Disciplinary Procedures	Parking Facilities
Dress Code/Safety Requirements	Safety Booklet
Complaints, Discrimination	First Aid/Reporting Injuries
Grievance Procedures	Bulletin Board/Company Newsletter
Proprietary Information	Voluntary Resignation Notice
Agreement	I.D. Card

The following is a checklist of information necessary to orient the new employee to the job as well as the department and company. Please check off each point as you discuss it with the employee.

Receive the New Employee	
	Review a copy of the employee's application. Be familiar with the employee's experience, training and education.
	Review the job description with the employee, including the duties, responsibilities, and working relationships.
	Discuss with the employee the unit organization and the department division organization. Explain the total organization and how the employee fits in.
	Find out the employee's career goals and objectives. Relate them to the goals and objectives of their position and the department.
	Confirm that the employee has a copy of the Employee Handbook. Set aside at least two hours in the first week for the employee to read the Employee Handbook and to understand it.
Welcome the New Employee	
	Introduce the new employee to his/her co-workers.
	Indicate to each co-worker what the new employee's position will be.
	Explain the functions of each person to the new employee as you introduce them.
	Show the new employee around:
	Tour the department, plant and company.
	Explain where the lavatories, coffee and/or break areas and the parking facilities are located.
	Explain the various departments within the organization and their interrelationship.
	Set a time and date, within one week, to cover any questions or concerns of the new employee and check on progress.
Introduce the New Employee	
	Insure the new employee's work area, equipment, tools and supplies are prepared and available.
	Have the employee sign for any tools, equipment, vehicles, etc. provided by the company.
	Explain the levels of supervision within the department.
	Provide the new employee with the necessary or required training.
	Explain the use of:
Telephone	Mail Procedures
E-mail	Supply Procedures
Copy Machine	Company Vehicles
	Explain the hours of work, overtime procedures, call-in procedures.
	Give the new employee the department telephone number.
	Review the location of the department's first aid equipment.
	Explain the Company's Unique Selling Proposition.

	Explain the Company's products and services.
	Explain company customers, clients, vendors, and competitors.

Signature of HR/Manager/Supervisor

Title

Department

Date



PRE-EMPLOYMENT CHECKLIST

Date: _____

Applicant: _____

Position: _____

References Requested: _____ Date Received: _____

Interviewed By: _____ Approved By: _____

Education verified: Yes No

Licensure of certification verified: Yes No

Bonding Company approval: Yes No

Starting Salary \$: _____

Fring Benefits [List]: _____

Effective starting date: _____

CHECKLIST :ROUTINE MANAGERIAL/SUPERVISORY DUTIES

- Analyze, on periodic basis, workload and personnel needs of an organizational unit.
- Recommend changes in the staff level of the work unit.
- Review documentation for new positions and positions that have been revised.
- Obtain approval to modify positions.
- Interview candidates for employment and make hiring decision or recommendations.
- Orient new subordinates concerning policy and procedures, work rules, and performance expectation levels. Review position responsibilities.
- Plan, delegate, communicate and control work assignments and special projects concerning subordinates.
- Establish and maintain specific work goals and objectives or quantitative and qualitative work standards to be achieved by subordinates.
- Train, develop, and motivate subordinates to improve current performance and to prepare for higher- level jobs.
- Determine significant changes in responsibilities and major duties of subordinates by reviewing their job responsibilities on a regular basis.
- Evaluate the performance of subordinates. Document and discuss present and past performance with each direct report. Keep supervisor informed of results.
- Review salaries of subordinates and recommend changes according to policy and procedures.
- Recommend personnel actions such as promotions, performance awards, demotions, etc., according to budget guidance and policy.
- Advise superiors and subordinates of developments that impact job duties. Ensure proper communications.

- Maintain discipline, recommend and administer corrective action according to policy and procedures.
- Communicate and administer personnel programs in accordance with design and objectives.
- Maintain proper documentation on all subordinates.



October 18, 2022

[STATE/PROVINCE] Department of Motor Vehicles
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: DRIVING RECORD CHECK

To Whom It May Concern:

I wish to check the driving records of the following individual for purposes of employment. Please find enclosed a release form, signed by the applicant, allowing you to provide this information. Also enclosed is a stamped, addressed envelope in which to send the report.

Please contact me at the phone number indicated below if you require information in addition to that provided hereto:

[Applicant]
[Street Address]
[City, State and Zip]
[Date of Birth]
[Driver's License Number]
Thank you.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Address
Address2
City, State/Province

Zip/Postal Code

OBJECT: REFERENCE FOR [APPLICANT] – [SOCIAL SECURITY NUMBER] [OR OTHER ID INFO]

Dear [Reference],

The above-named individual has applied for employment with our business and has indicated that he/she attended [obtained a degree from] [Reference]. In order to make an informed hiring decision, we need to explore the applicant's educational history and personal qualifications or fitness for employment. A release permitting you to provide the following information has been signed by the applicant, and a copy is attached. Any information that you give will be held in the strictest confidence. Please verify the information supplied by [Applicant] and answer a few questions regarding [Educational Institution]:

Degree received by [Applicant]: [name degree]
Dates [Applicant] attended [Reference]: [provide dates of attendance]

Is the preceding information correct? _____

Type and level of institution: _____

Is your institution accredited? _____

What types of degrees do you award? _____

How can we obtain a transcript? _____

Information furnished by: _____

Thank you for your cooperation and prompt response.

Sincerely,

Your name
Your title
Telephone contact

youremail@yourcompany.com



EMPLOYMENT APPLICATION FORM

PLEASE PRINT ALL INFORMATION REQUESTED EXCEPT SIGNATURE						
APPLICANTS MAY BE TESTED FOR ILLEGAL DRUGS						
PLEASE COMPLETE PAGES 1-5.				Date:		
Name:						
Last	First	Middle	Maiden			
Present Address:						
Number	Street	City	State	Zip		
How Long:			Social Security No.:			
Telephone:						
If under 18, please list age:						
Position Applied For:			Days/Hours Available to Work:			
Salary Desired:			No Pref Thur Mon Fri Tue Sat Wed Sun			
How many hours can you work weekly?			Can you work nights?			
Employment Desired:						
<input type="checkbox"/> FULL-TIME ONLY <input type="checkbox"/> PART-TIME ONLY <input type="checkbox"/> FULL- OR PART-TIME						
When available for work?						
EDUCATION & OTHER INFORMATION						
TYPE OF SCHOOL	OF SCHOOL	NAME OF SCHOOL	LOCATION (Complete mailing address)	NO. OF YEARS COMPLETE	OF DEGREE	MAJOR & DEGREE
High School						

College				
Bus. or Trade School				
Professional School				

Have you ever been convicted of a crime?		<input type="checkbox"/> No	<input type="checkbox"/> Yes
If yes, explain number of conviction(s), nature of offense(s) leading to conviction(s), how recently such offense(s) was/were committed, sentence(s) imposed, and type(s) of rehabilitation.			
Do you have a driver's license?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
What is your means of transportation to work?			
Driver's License Number:	State of issue:	<input type="checkbox"/> Operator	<input type="checkbox"/> Commercial (CDL) <input type="checkbox"/>
Chauffeur			
Expiration Date:			
Have you had any accidents during the past three years?		How many?	
Have you had any moving violations during the past three years?		How Many?	
OFFICE ONLY			
Typing <input type="checkbox"/> Yes	10-key <input type="checkbox"/> Yes	Word <input type="checkbox"/> Yes	
<input type="checkbox"/> No _____ WPM	<input type="checkbox"/> No	Processing <input type="checkbox"/> No	_____ WPM
Personal <input type="checkbox"/> Yes PC <input type="checkbox"/>	Other Skills:		

Computer	<input type="checkbox"/> No	Mac	<input type="checkbox"/>
Please list two references other than relatives or previous employers.			
Name:		Name:	
Position:		Position:	
Company:		Company:	
Address:		Address:	
Telephone:		Telephone:	
An application form sometimes makes it difficult for an individual to adequately summarize a complete background. Use the space below to add any additional information necessary to describe your full qualifications for the specific position for which you are applying.			
MILITARY			
Have you ever been in the armed forces?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Are you now a member of the national guard?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Specialty	Date Entered	Discharge Date	
Work Experience	Please list your work experience for the past five years beginning with your most recent job held. If you were self-employed, give firm name. Attach additional sheets if necessary.		
Job One			
Name	of Employer:	Name of Last Supervisor	Employment Dates
Complete Address:		From:	Salary
			Start:

		To:	Final:
Phone Number:	Your Last Job Title:		
Reason for Leaving (be specific):			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			
Job Two			
Name of Employer:	Name of Last Supervisor:	Employment Dates	Salary
Complete Address:		From:	Start:
		To:	Final:
Phone Number:	Your Last Job Title:		
Reason for Leaving (be specific):			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

Job Three			
Name of Employer:	Name of Last Supervisor:	Employment Dates	Salary
Complete Address:		From:	Start:
		To:	Final:
Phone Number:	Your Last Job Title:		
Reason for Leaving (be specific):			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			
May we contact your present employer?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Did you complete this application yourself?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
If not, who did?			

PLEASE READ CAREFULLY

APPLICATION FORM WAIVER

In exchange for the consideration of my job application by [COMPANY NAME] (hereinafter called “the Company”), I agree that:

Neither the acceptance of this application nor the subsequent entry into any type of employment relationship, either in the position applied for or any other position, and regardless of the contents of employee handbooks, personnel manuals, benefit plans, policy statements, and the like as they may exist from time to time, or other Company practices, shall serve to create an actual or implied contract of employment, or to confer any right to remain an employee of [COMPANY NAME], or otherwise to change in any respect the employment-at-will relationship between it and the undersigned, and that relationship cannot be altered except by a written instrument signed by the President /General Manager of the Company. Both the undersigned and [COMPANY NAME] may end the employment relationship at any time, without specified notice or reason. If employed, I understand that the Company may unilaterally change or revise their benefits, policies and procedures and such changes may include reduction in benefits.

I authorize investigation of all statements contained in this application. I understand that the misrepresentation or omission of facts called for is cause for dismissal at any time without any previous notice. I hereby give the Company permission to contact schools, previous employers (unless otherwise indicated), references, and others, and hereby release the Company from any liability as a result of such contract.

I also understand that (1) the Company has a drug and alcohol policy that provides for pre-employment testing as well as testing after employment; (2) consent to and compliance with such policy is a condition of my employment; and (3) continued employment is based on the successful passing of testing under such policy. I further understand that continued employment may be based on the successful passing of job-related physical examinations.

I understand that, in connection with the routine processing of your employment application, the Company may request from a consumer reporting agency an investigative consumer report including information as to my credit records, character, general reputation, personal characteristics, and mode of living. Upon written request from me, the Company, will provide me with additional information concerning the nature and scope of any such report requested by it, as required by the Fair Credit Reporting Act.

I further understand that my employment with the Company shall be probationary for a period of sixty (60) days, and further that at any time during the probationary period or thereafter, my employment relation with the Company is terminable at will for any reason by either party.

Signature of Applicant

Date:

This Company is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, sex, sexual orientation, national origin, citizenship, age or disability. We assure you that your opportunity for employment with this Company depends solely on your qualifications.

Thank you for completing this application form and for your interest in our business.

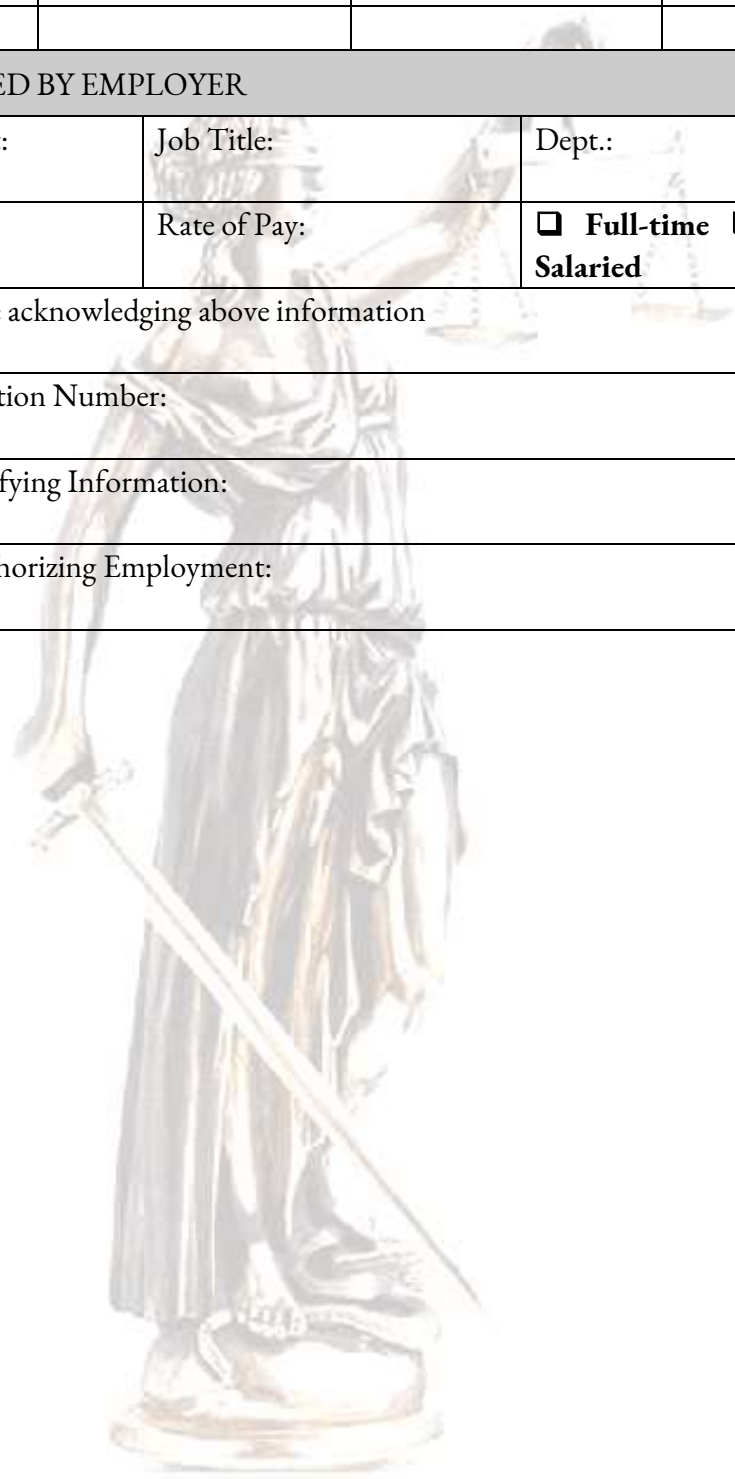
PLEASE PRINT ALL INFORMATION REQUESTED EXCEPT SIGNATURE

POST EMPLOYMENT INFORMATION FORM

TO BE COMPLETED AFTER EMPLOYEE HAS BEEN HIRED

Height:		Weight:		Birth Date:	
ft.	in.				
Married <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Married, How Long?		<input type="checkbox"/> Single	<input type="checkbox"/> Separated	<input type="checkbox"/> Divorced	
<input type="checkbox"/> Widowed					
Full Name of Spouse			Spouse Occupation		
Name of Company			Telephone:		
PERSON TO BE NOTIFIED IN CASE OF EMERGENCY					
Name:			Telephone:		
Address:			Relationship:		
FOR INSURANCE PURPOSES ONLY: LIST ALL DEPENDENTS					
Name:	Relationship:	Birth Date:	SSN:		

TO BE COMPLETED BY EMPLOYER			
Date of Employment:	Job Title:	Dept.:	
Location:	Rate of Pay:	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Salaried	
Applicant's signature acknowledging above information			
Drug Test Confirmation Number:			
Name of Person Verifying Information:			
Name of Person Authorizing Employment:			



EMPLOYMENT CONTRACT WORKSHEET

This worksheet sets out negotiable provisions of an employment contract. The subjects reflect those of the model employment contracts.

Special Definitions
Description of Job Duties
Name of position
Essential job functions or duties
Place and hours of employment
Length of Agreement
Original term
Conditions for right to extension
Benchmarks and Performance Terms
Place in here any benchmarks or performance terms you wish to establish, including skills enhancement, production, revenue, overhead, number of new clients, volume of sales, percentage of overhead reduction, efficiency of operations and other areas that you can quantify and create benchmarks for.

Skills enhancement

Production

Revenue

Overhead

Number of new clients

Compensation Terms

Base compensation (salary, hourly or commissions)

Overtime authorization

Commission arrangements including when "earned", draws, and effect of termination on pending deals

Incentive programs

Expenses, allowances, etc.

Salary adjustments

Benefits

Health, dental, vision, life, disability and professional liability insurance

Professional licenses, memberships & dues

Vacation

Holidays

Stock options, bonuses, profit-sharing, and retirement

Educational reimbursement

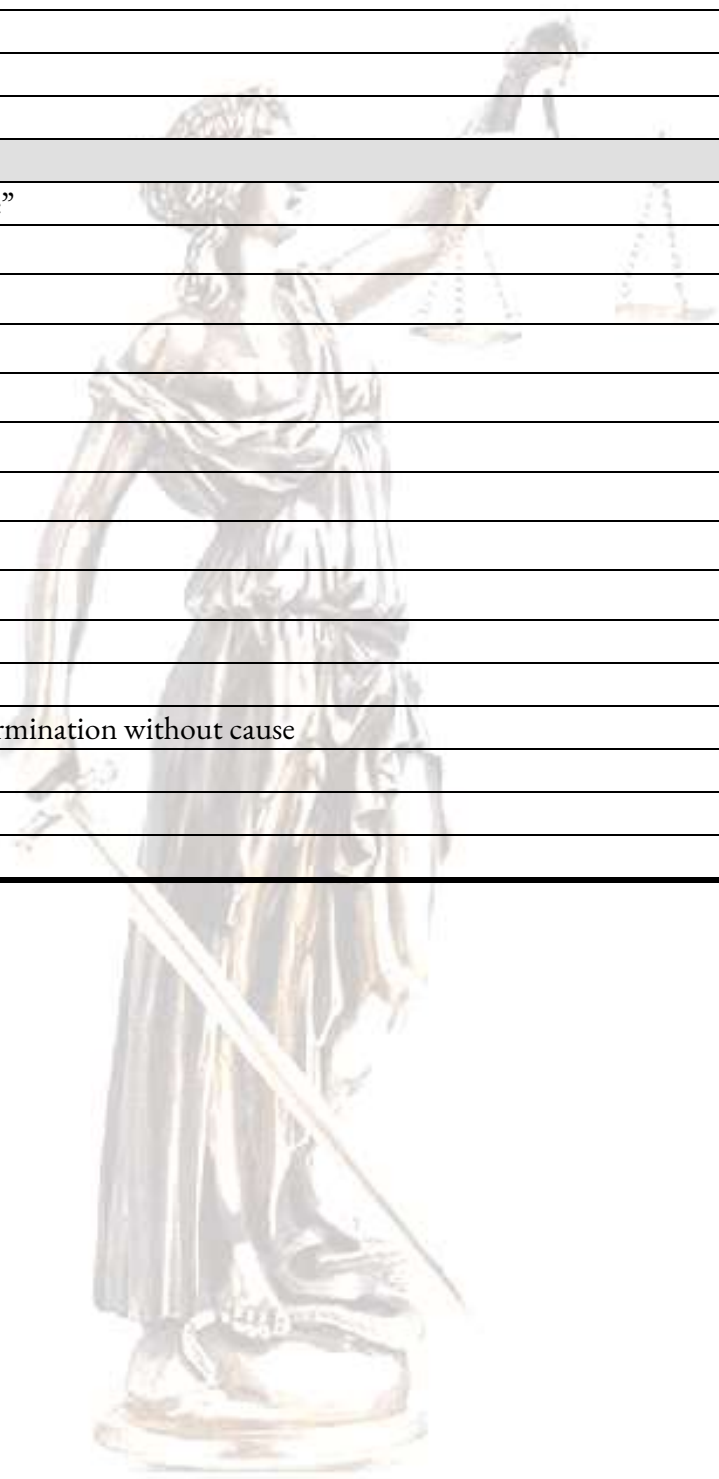
Termination

“At-will” or “for cause”

Definition of “at-will”

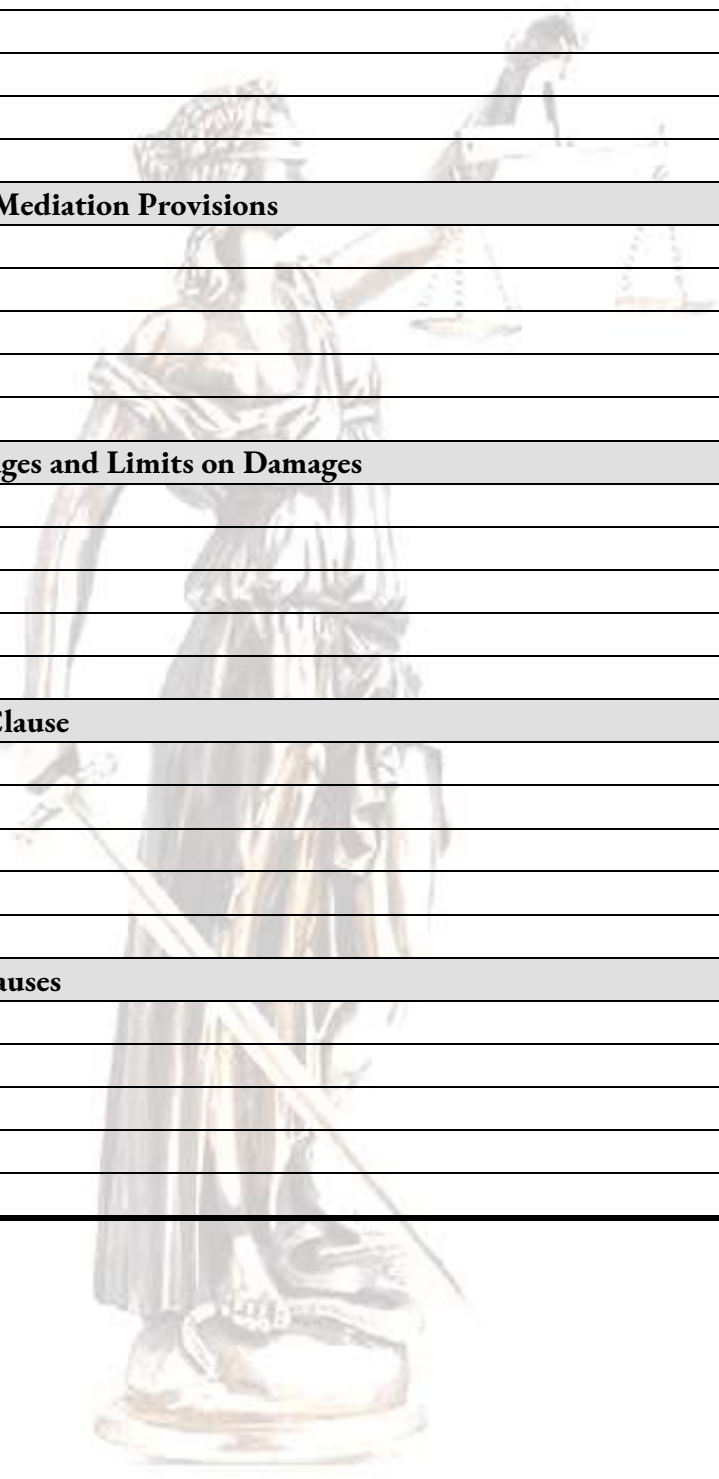
Definition of “cause”

Severance terms for termination without cause



Covenants
Specific information subject to non-disclosure of trade secrets, customer lists or other proprietary information covenants
Non-solicitation agreement period [NUMBER] months/yrs
Non-recruit agreement period [NUMBER] months/yrs
Non-competition agreement period [NUMBER] monthss/yrs (Note: not enforceable in some states)
Property Rights
Existing clientele of employee (specify)
Existing equipment
Existing licenses, patents, copyrights, etc.

Indemnification for 3rd Party Claims
Arbitration and Mediation Provisions
Liquidated Damages and Limits on Damages
Attorney's Fees Clause
Miscellaneous Clauses



JOB ANALYSIS

Date	Department
Prepared By	Title
Job Title	Reports To
Education/Experience Required	
Goals/Objectives Of Position	
Knowledge/Skills Required	
Physical Requirements	
Special Problems/Hazards	

JOB DESCRIPTION FORM

Position Description			
Job Title:		Date:	
Incumbent:	Employment Status:		
	Regular		<input type="checkbox"/>
Department:	Temporary		<input type="checkbox"/>
	Full-time		<input type="checkbox"/>
Supervisor's Name/Title:	Part-time		<input type="checkbox"/>
	Intern		<input type="checkbox"/>
		Reg. hours worked: wk	
		Exempt <input type="checkbox"/>	Non-exempt <input type="checkbox"/>
<p>A position description is written to describe work currently organized and performed by a fully qualified employee (who possesses knowledge, skills, and experience required by the position). One should be on file for each regular full- and part-time position. Attach a copy of the last position description prepared for this position.</p>			
When was the last time this position description was updated? Date:			
What is the overall purpose and objective of this position (why does the position exist)?			
List in order of importance the major responsibilities of the job and estimate the percentage of time spent on each responsibility (the main function of the job may or may not be the one where the most time is spent).			
1.			%
2.			%
3.			%

4.			%
5.			%
6.			%
	Total:	100	%
<p>Is this position closely, moderately, or minimally supervised?</p> <p>Please explain:</p>			



Does this position have supervisory responsibility (i.e., responsible for hiring, firing, performance appraisals, etc.)?

Yes _____ No _____ If yes, list the number and title for positions that directly or indirectly report to this position (i.e., three secretaries, four programmers, etc.):

Does this position have access to confidential information?

Yes _____ No _____ If yes, please explain:

Does this position have access to or handle company funds?

Yes _____ No _____ If yes, please explain:

Is it important to this position that the incumbent be able to communicate fluently in English?

Yes _____ No _____ If yes, please explain:

What kind of work experience (including length of time), training, and/or level of education is necessary for this position?

List any required technical skills (typing, computer skills, etc.):

What other special training and/or abilities are necessary to qualify for this position?

Check any of the following factors that are important to successful performance in this position:

<input type="checkbox"/>	Problem Solving	<input type="checkbox"/>	Bilingual
<input type="checkbox"/>	Analytical Ability	<input type="checkbox"/>	Interpersonal Skills
<input type="checkbox"/>	Communication Skills	<input type="checkbox"/>	Dexterity

Describe the requirements of this position that make these factors important:

Working Conditions

Are there particular working conditions associated with this position that should be noted (i.e., working environment, hours of work, travel, work space, etc.)?

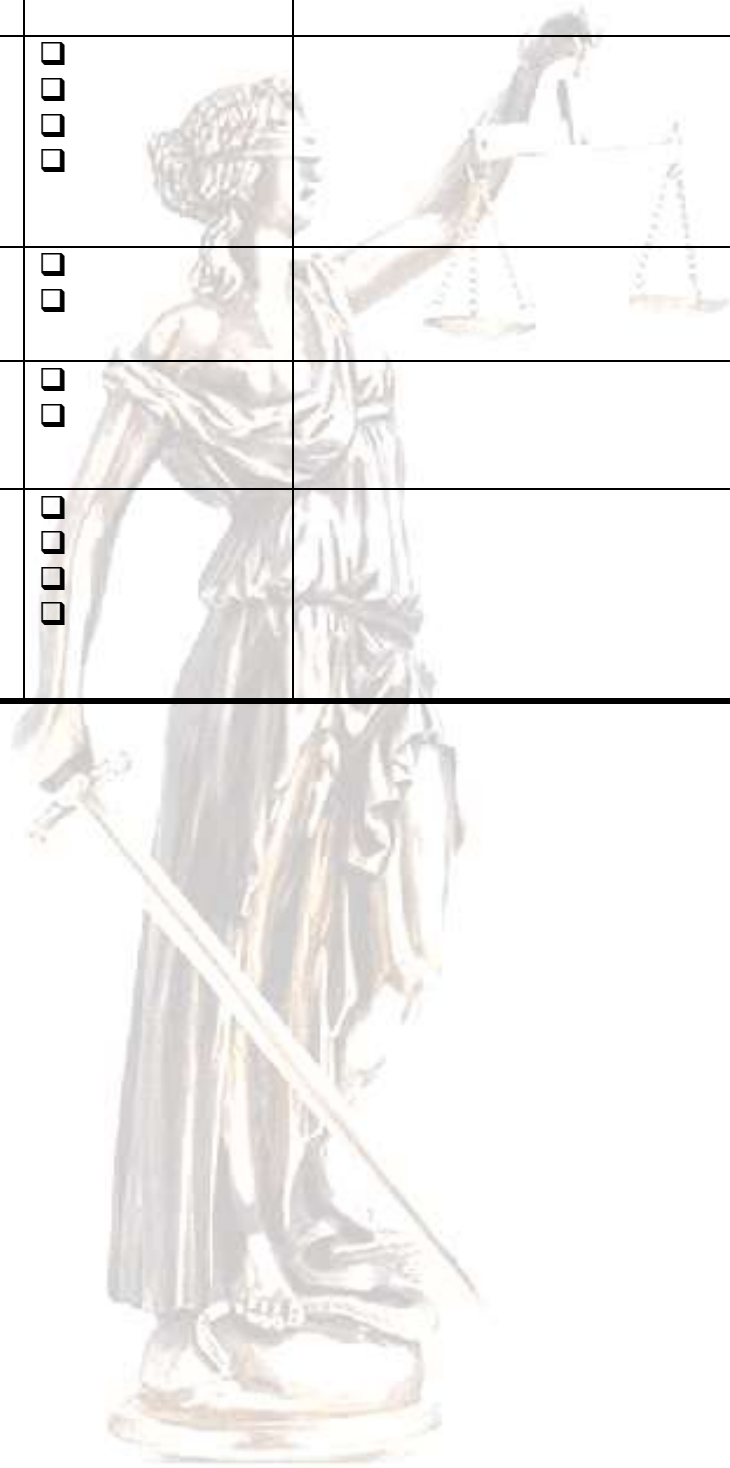
Yes _____ No _____ If yes, please explain:

Analysis of Physical Demands of Position

Check physical demands that apply.	Describe job responsibilities that require physical demands checked.
---	---

1.	Strength		
	a.		
	Standi	<input type="checkbox"/> [X] % of time	
	ng	<input type="checkbox"/> [X] % of time	
	Walki	<input type="checkbox"/> [X] % of time	
	ng	<input type="checkbox"/> [X] lbs.	
	Sittin	<input type="checkbox"/> [X] lbs.	
	g	<input type="checkbox"/> [X] lbs.	
		<input type="checkbox"/> [X] lbs.	
	b.		
Liftin			
g			
Carryi			
ng			
Pushi			
ng			
Pullin			
g			

2.	Climbing Balancing	<input type="checkbox"/> <input type="checkbox"/>	
3.	Stooping Kneeling Crouching Crawling	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
4.	Reaching Handling	<input type="checkbox"/> <input type="checkbox"/>	
5.	Speaking Hearing	<input type="checkbox"/> <input type="checkbox"/>	
6.	Seeing Depth perception Color vision	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	



JOB DESCRIPTION

Job Title: Chief Financial Officer

Department: Administration

Reports To: President & CEO

Approved By:

Approved Date:

SUMMARY

Directs the organization's financial planning and accounting practices as well as its relationship with lending institutions, shareholders, and the financial community by performing the following duties personally or through subordinate managers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Include the following. Other duties may be assigned.

- Oversees and directs treasury, budgeting, audit, tax, accounting, purchasing, real estate, long range forecasting, and insurance activities for the organization.
- Directs the controller in providing and directing procedures and computer application systems necessary to maintain proper records and to afford adequate accounting.
- Directs the treasurer in activities such as custodian of funds, securities, and assets of the organization.
- Appraises the organization's financial position and issues periodic reports on organization's financial stability, liquidity, and growth.
- Coordinates tax reporting programs and investor relations activities.
- Analyzes, consolidates, and directs all cost accounting procedures together with other statistical and routine reports.
- Oversees and directs the preparation and issuance of the corporation's annual report.

- Directs and analyzes studies of general economic, business, and financial conditions and their impact on the organization's policies and operations.
- Analyzes operational issues impacting functional groups and the whole institution, and determines their financial impact.
- Evaluates and recommends business partnering opportunities.



SUPERVISORY RESPONSIBILITIES

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

LANGUAGE SKILLS

MATHEMATICAL SKILLS

REASONING ABILITY

CERTIFICATES, LICENSES, REGISTRATIONS

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



POSITION REQUEST FORM

Position Title:		Department:		
Reports To:	Exempt	Non-Exempt	Temporary	Part-time
Pay Scale:	Location:		Date Needed:	
Position Summary:				
Essential Job Functions				
1.				%
2.				%
3.				%
Minimum Requirements				
Education:				
Experience:				
Skills & Knowledge:				
Requested By:			Date:	
Human Resources Department Use Only				

<input type="checkbox"/> Existing Position	<input type="checkbox"/> New Position	Is a specific candidate in mind:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If a specific candidate is in mind: <input type="checkbox"/> An existing employee <input type="checkbox"/> A new hire				
Name of candidate:				
Request for new position:			By:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:		
Reason for approval/denial:				
Candidate above approved by:			Date:	
<input type="checkbox"/> POST INTERNAL NOTICE OF JOB OPENING <input type="checkbox"/> POST CLASSIFIED AD <input type="checkbox"/> NO POSTING				
POSITION OPENING DATE:		POSITION CLOSING DATE:		



CONTINGENT WORKER WORKSHEET

Some or all of these issues should be discussed between the company and agency. Agree on who is to do what and then enter into a written agreement which memorializes your understanding.

	FUNCTION	NOTES
1.	Creation of Job Description	
2.	Advertising for the Worker	
3.	Worker Selection	
4.	Worker Testing	
5.	Reference Checking	
6.	Licensing Requirements	
7.	Bonding	
8.	The Hiring Decision	
9.	Assignment and Reassignment	
10.	Instructions	
11.	Tools and Equipment	
12.	Wages, Raises & Bonuses	
13.	Payroll Taxes	
14.	Overtime Issues	
15.	Reimbursement for Expenses	
16.	Sickness/Tardiness/Absenteeism	
17.	Workers' Compensation Coverage	
18.	Health Care, Profit & Pension	
19.	Suggestions Program Involvement	
20.	Opportunity to Realize Profit or Loss	
21.	Duration of Obligation	
22.	Performance Evaluations	
23.	Policies & Procedures	

24.	Investigating Wrongful Conduct	
25.	Discipline	
26.	Right to Terminate	
27.	Worker Ability to Quit	
28.	Trade Secret/Proprietary Information Protection	
29.	Working Conditions	
30.	Ability to Join Teams, Events, Etc.	
31.	Identification	
32.	Training	
33.	Third Party Liability Obligations	
34.	Indemnity Obligations	
35.	Management & Personnel Files	
36.	Access to Agency Records	
37.	Buy Out Provisions	
38.	Collective Bargaining Issues	
39.	Loyalty & Commitment Issues	
40.	Ethics Issues	
41.	Continuity of the Relationship	

AGENCY

COMPANY

NAME AND TITLE

NAME AND TITLE

DATED: _____

DELEGATION WORKSHEET

Use this form to determine if you delegate enough work to the employees under your supervision. Write any additional responses you have to the statements in the “comments” column. If you answer “yes” to these delegation questions, you are probably delegating effectively. If you answer “no” to some of them, you have areas that need improvement.

	Yes	No	Comments
I delegate appropriate amounts of work to my employees.			
I sometimes ask my employees to outline their ideas on a subject before they report to me.			
I outline what is expected when I delegate activities to others, and I clearly state the standard of performance I expect.			
I recognize that my employees sometimes may see my delegating as a waste of their time, and I seek to clear this up with them.			
I have established a framework that my employees understand and agree to.			
I sometimes ask employees what I am doing that wastes their time.			
I encourage my employees to take initiative as long as they keep me properly informed.			
From time to time, I review my delegating style to avoid falling into the trap of over-delegating or under-delegating			

JOB REQUIREMENTS WORKSHEET

Use the following checklists to analyze the demands of particular jobs in relation to the qualifications of job applicants. In order to measure the extent to which an activity is required in a job, place an A,B,C or N/A in each designated blank as follows:

- A - Minor - Activity or condition exists less than 20% of work time.
- B - Moderate - Activity or condition exists between 20-60% of work time.
- C - Major - Activity or condition exists 60% or more of work time.
- N/A - Not applicable

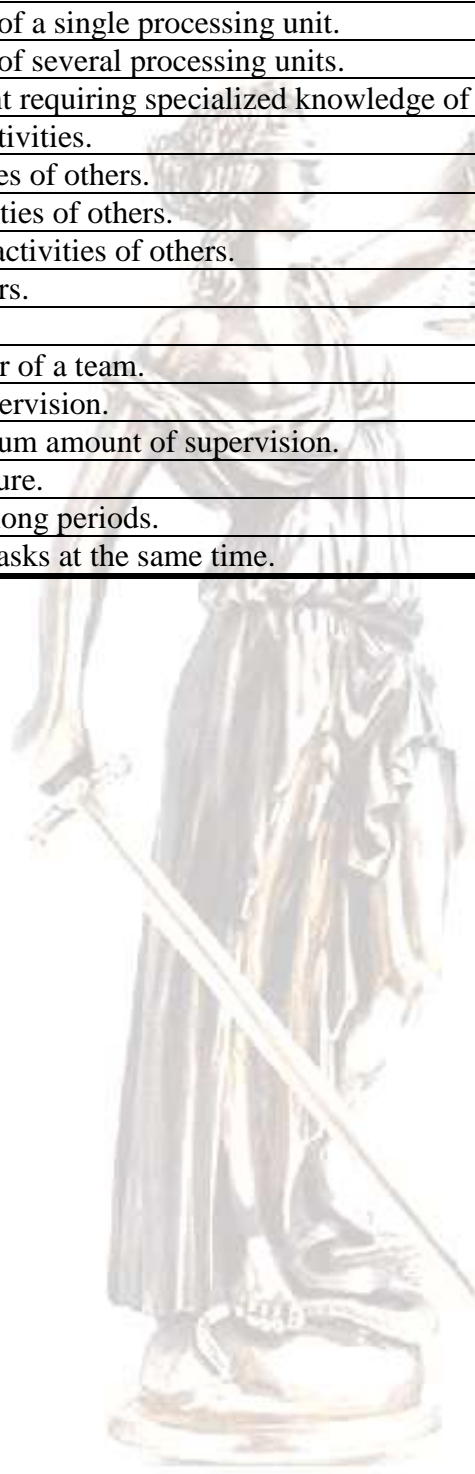
PHYSICAL DEMAND	% of Work	Code
Strength		
Standing		
Walking		
Sitting		
Lifting		
Carrying		
Pushing		
Reaching		
Handling		
Fingering		
Feeling		
Throwing		
Eye-Hand Coordination		
Foot-Hand-Eye Coordination		
Climbing		
Stairs		
Ladders		
Other		
Balancing		
Communicating		
Ordinary		
Other		
Hearing		
Ordinary		
Other		
Stooping		
Kneeling		

Crouching		
Crawling		
Turning/Twisting		
Bending at Waist		
Other		
Seeing		
Acuity - Near		
Acuity - Far		
Depth Perception		
Accommodation		
Color Vision		
Field of Vision		
PHYSICAL CONDITION	% of Work	Code
Working Area		
Inside		
Outside		
Temperature		
Constant cold		
Constant heat		
Changing temperatures		
Atmospheric Conditions		
Fumes		
Odors		
Mists		
Dusts		
Humidity or Damp		
Dirt		
Oil/Grease		
Gases		
Ventilation		
Lighting		
Other		
Noise		
Noise level (dB)		
Exposure (hours/day)		
Unavoidable Hazards		
Mechanical		
Electrical		
Burns		
Protective Clothing or Personal Devices		
Cramped quarters		
Moving objects		
Heights		

Other		
-------	--	--

MENTAL REQUIREMENTS	% of Work	Code
Understand and carry out oral instructions.		
Read and carry out simple written instructions.		
Read work orders, scrap tickets, job lot tickets, graphs, logs, schedules.		
Read and verify car numbers, alloy identities, etc.		
Read and carry out complicated instructions.		
Observe and read instruments, gauges, dials, etc. to determine operating conditions.		
Read and interpret detailed prints, sketches, layouts, specifications, etc.		
Identify and list production data such as quantities, pressures, alloys, operating conditions.		
Prepare detailed records or reports such as inventory records, receiving reports, operating logs, lab analyses, quantities, etc.		
Estimate size, form, quality or quantity of objects.		
Estimate speed of moving objects.		
Inspect, examine and observe for obvious product or equipment defects.		
Count, make simple arithmetic additions and subtractions.		
Compute and calculate amounts of additives, results of tests, etc.		
Use measuring devices such as tapes, gauges, rules, weight scales, where reading is direct and obvious.		
Use measuring devices such as micrometers, calibrated steel tapes, calipers where precision & interpretation are required.		
Make routine lab tests, such as titrations, specify gravity, etc.		
Plan and schedule movement or flow of materials or products.		
Operate overhead cranes and hoists.		
Use hand power tools.		
Use non-power head tools such as hammers, wrenches, etc.		
Set up and operate machine tools such as lathes, milling machines, saws.		
Assemble or disassemble objects.		
Determine malfunctioning of units by observing.		
Determine nature and location of malfunction.		
Perform repair and maintenance of equipment.		
Perform a journeyman craft activity.		

Make adjustments to obtain specified operating conditions such as turning valves; switches; moving and setting controls; adjusting furnaces, pumps		
Control activities of a single processing unit.		
Control activities of several processing units.		
Operate equipment requiring specialized knowledge of process.		
Plan own work activities.		
Plan work activities of others.		
Direct work activities of others.		
Coordinate work activities of others.		
Train other workers.		
Work alone.		
Work as a member of a team.		
Work without supervision.		
Work with minimum amount of supervision.		
Work under pressure.		
Work rapidly for long periods.		
Work on several tasks at the same time.		



ROUTINE CLERICAL RESPONSIBILITIES WORKSHEET

ACTIVITY	FREQUENCY			
	Day	Week	Month	Other
Types labels, letters, envelopes, and invoices.				
Determine layout and format, and type in finished format.				
Proofread and correct errors.				
Set up an type financial and statistical reports.				
Take dictation and transcribe.				
Transcribe dictation from voice recordings.				
Record, type, and distribute meeting minutes.				
Compose standard letters in response to routine correspondence.				
Schedule appointments without prior clearance, schedule meetings and conferences, and make travel arrangements including reservations.				
Prepare meeting and conference rooms.				
Maintain, process, distribute, and update records, files, and documents.				
Maintain confidential records and files, and handle confidential correspondence and records.				
Open, sort and distribute mail.				
Answer phone, screen and place calls, monitor and follow up on voice mail recordings, refer callers to appropriate parties.				
Prepare, process, and verify invoices, bills, checks and receipts.				
Maintain and report expense account activity.				
Receive and welcome visitors, and refer to appropriate parties.				
Maintain and update mailing lists.				
Enter data electronically and verify.				
Process payroll records.				
Perform calculations, post and verify figures, trace and adjust errors.				
Maintain inventory of office supplies, requisition new supplies, and distribute supplies to authorized parties.				

Schedule and monitor equipment repairs and service contracts.				
Maintain locks and keys for storage cabinets and other facilities, and distribute to authorized parties.				
Orient and train new employees.				
Schedule work for coworkers as requested.				
Maintain cash box.				
Sign legal documents.				
Act as resource for others as to staff and locations.				
Handle cash and negotiable instruments.				
ACTIVITY	FREQUENCY			
	Day	Week	Month	Other
Maintain records of cash receipts and disbursements.				
Review job applicants/applications and conducts screening interviews.				
Collate and bind.				
Make copies.				
Date and stamp documents.				
Recommend improvements in operations and procedures.				
Modify operations and/or procedures.				
Maintain procedures and information manuals.				
Develop operating budget for approval.				
Research, tabulate, and summarize information of routine, periodic or special reports.				
Present findings in oral or written form.				
Record and verify entries or accounts, journals, logs, and general ledgers.				
Balance accounts and reconcile statements.				

Indicate the equipment operated as a regular part of the responsibilities				
	Calculator		Camera	Cash register/petty cash
	Computer		Dictation equipment	Facsimile machine
	Microfilm equipment		Photocopier	Postage machine
	Security equipment		Sorter	Switchboard
	Word processor		Other:	

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: APPOINTMENT FOR EMPLOYMENT INTERVIEW AND TESTING

Dear [Contact name],

On behalf of [Company], I want to thank you for your recent application for employment with our firm.

It is my great pleasure to inform you that an interview has been scheduled for you on [Date], at [Time], with [Contact name], [POSITION]. [Contact name]'s office is located at [Location].

Please note that a test will be administered to you immediately following your interview, which will take approximately one hour. If you are unable to maintain this appointment or if you have any questions, please call me at the number indicated below.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

CONFIDENTIAL DISCLOSURE AGREEMENT

This Interview Confidential Disclosure Agreement (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. Company is interviewing Applicant for the position of [POSITION] and to work on the following projects: [DESCRIBE].
2. Applicant understands that Company's trade secrets may be disclosed during the interview process or as a result of Applicant's access to Company's premises.
3. Applicant understands and acknowledges that Company's trade secrets consist of information and materials that are valuable and not generally known by the Company's competitors. The Company's trade secrets include:
 - a. Any and all information concerning the Company's current, future or proposed products, including, but not limited to, unpublished computer code (both source code and object code), drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.
 - b. Information and materials relating to the Company's purchasing, accounting and marketing; including, but not limited to, marketing plans, sales data, unpublished promotional material, cost and pricing information and customer lists.
 - c. Information of the type described above which the Company obtained from another party and which the Company treats as confidential, whether or not owned or developed by the Company.
4. At all times during and after the interview, Applicant will keep confidential and will not make use of or disclose to any third party any of Company's trade secrets.

5. Applicant will not use, disclose to company, or cause Company to use any trade secret or confidential information of any other person or entity.

COMPANY

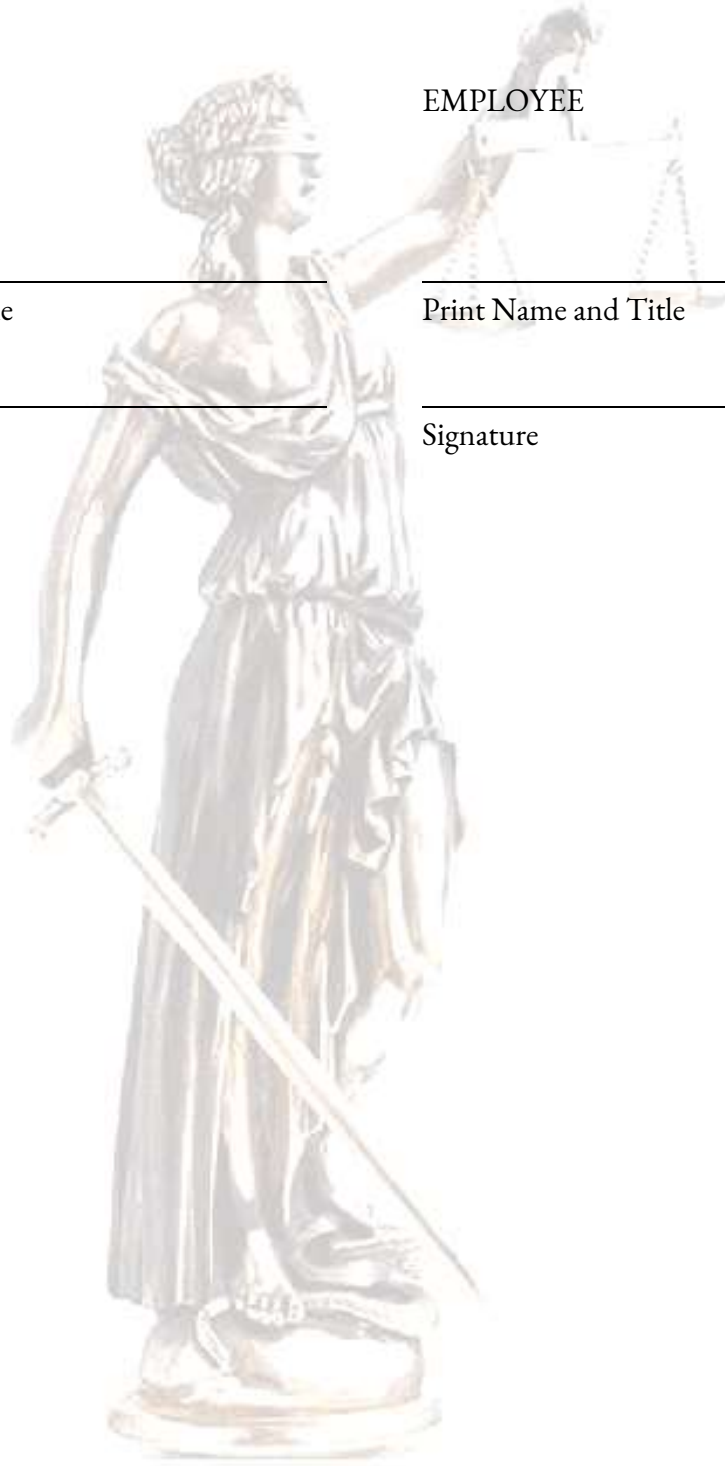
EMPLOYEE

Print Name and Title

Print Name and Title

Signature

Signature



JOB APPLICANT INTERVIEW SCRIPT

1. INTRODUCTION

When the applicant arrives, put him or her at ease using a friendly, businesslike attitude. Let the applicant know that you're glad that they've come and that you have set aside sufficient uninterrupted time to conduct the interview. You can start the interview with chatter about hobbies, interests, etc., if you are comfortable doing so and are confident that you can stay away from personal questions that might be considered discriminatory. Or you can simply ask one of the following questions:

- "How did you happen to become interested in our organization?"
- "How did you hear of the opening?"
- Depending on the response, you can work in an overview of what you have planned.

"Before we start, let me give you some idea of what I'd like to cover today. I want to review your background and experience so that I can decide whether the job is suited to your talents and interests. So, I'd like to hear about your job, education, interests, outside activities, and anything else you'd like to tell me. And after we have covered your background, I want to give you information about our organization and the job, and answer any questions that you might have."

2. Work Experience

A discussion of work experience should vary widely based, in part, on how long the applicant has been employed. Questions appropriate to a recent high school or college graduate will make little sense when interviewing a professional with 15 years of experience. For an applicant with substantial experience, a reasonable starting point would be a discussion of the most recent position. In addition to focusing on the jobs themselves, it might also be helpful to discuss why the applicant has changed jobs in the past, the duration of each prior employment, chronological gaps in employment, etc. The following script would be appropriate when interviewing someone who has not been working long.

- "A good place to start would be your work experience."
- "I'm interested in the jobs you've held, what your duties and responsibilities were, your likes and dislikes, and what you felt you may have gained from them."

- ❑ "Let's start with a brief review of your first work experiences, those you might have had part-time during school or during the summer, and then we'll concentrate on your more recent jobs in more detail."
- ❑ "What do you remember about your very first job?"

Select specific follow-up questions for each job and move forward chronologically. It's been suggested that you move forward chronologically because there's a more natural conversational flow and you can see patterns of behavior emerge. Your follow-up questions should ask for specific examples of behavior, not general or hypothetical responses.

Ask specific, clear questions one at a time and let the applicant answer uninterrupted. Resist filling in every lull in the conversation; wait to see if the applicant will do so. Avoid either verbally or physically giving the applicant a clue as to how you regard their answers; remain neutral.

To draw the applicant out without revealing what you're thinking, try using his or her own words. If the candidate says, "I like to work independently," you could respond with "Independently?" Of course, you could also use the opportunity to ask the applicant to give an example of what he or she did working independently.

After you have covered the applicant's work experience, you could move on to education.

3. Education

As in the case of the work experience portion of the interview, the education discussion must be tailored to suit the applicant's educational level. The sample interview that follows would be appropriate for a younger applicant who has not been out of high school for any length of time. When interviewing for a professional position, the focus would shift to the professional education.

- ❑ "You've given me a good review of your work experience – now let's talk about your education. Why don't we start with high school briefly and then cover more recent schooling and any specialized on the job training you may have had. I'm interested in the subjects you preferred, your grades, extracurricular activities, and anything else of importance."
- ❑ "What was high school like for you?"

Select specific follow-up questions for each educational experience and move forward chronologically. Don't necessarily accept answers at face value. Chronology reveals patterns. Take the information and

patterns of behavior that you're being told and analyze them in terms of the performance skills you determined that you needed before the interview began.

4. Activities and Interests

"Turning to the present, I'd like to give you the opportunity to mention some of your interests and activities outside of work—hobbies, what you do for fun and relaxation, any community activities, professional associations, or anything else you'd like to mention that you think might be relevant to our job. What would you like to mention?"

Select specific follow-up questions.

Show interest and attention, as well as respect for the applicant. Don't talk down. Do use an appropriate language level.

5. Self-Assessment

Select specific follow-up questions as needed.

- "Now let's try to summarize our conversation. Thinking about all we've covered today, what would you say are some of your strengths—qualities both personal and professional that make you a good prospect for any employer?"
- "You've given me some real assets, and now I'd like to hear about areas you'd like to develop further—all of us have qualities we'd like to change or improve. What are some of yours?"

6. Transition to Information-Giving Phase

If you are still interested in the applicant, proceed to this phase of the interview. On the other hand, if you have already decided that the applicant isn't suitable, there isn't much point in describing a position that the applicant won't be filling.

- "You've given me a good review of your background and experience, and I have enjoyed talking with you. Before we turn to my review of our organization, and the job, is there anything else about your background you would like to cover?"
- "Do you have any specific questions or concerns before I give you information about the job and the opportunities here?"

All right, now I have some information I'd like to give you." Review the organization, the job, benefits, location, etc. Tailor your presentation as appropriate to your interest in the candidate.

7. Closing

Close the interview graciously. If you have already decided not to offer the applicant a job, you can let them know at this point. Do so cordially and uncritically; you needn't be specific about why you've rejected the candidate.

- "Do you have any other questions about us, the job, or anything else?"
- "I've enjoyed talking with you today, but we won't be able to offer you this position."

If you think that you would consider the applicant for another position in the future, say so. You've already spent the time on an interview.

If pressed for a reason why an applicant won't be offered a job, you always have the option of telling the applicant that you do not discuss the reasons for your hiring decisions. Or, you may explain that, for example, you have already interviewed other, more qualified applicants. Use your judgment, realizing that it can create a very awkward situation if you merely tell an applicant that he or she is "unqualified" or "lacking experience." Be honest, but don't be confrontational.

- If you've found a promising candidate, you can continue.
- "What is your level of interest in us at this point?"
- Explore any doubts or reservations the applicant might have. "Let me review what the next steps are."
- Let the applicant know what's likely to happen next, whether another interview will be needed, and how long it will be before a decision is made.
- Finish by thanking the participant: "I want to thank you for coming today...."

KNOWLEDGE QUESTIONNAIRE

WORKER

INTERVIEW

1. Do you own a personal computer and, if so, what kind? _____
2. What software do you know how to operate? _____

3. Do you have a fax modem? Yes _____ No _____
4. Do you use an e-mail program? Yes _____ No _____
5. What literature that relates to your profession do you read, including books, newspapers, trade magazines, etc.?

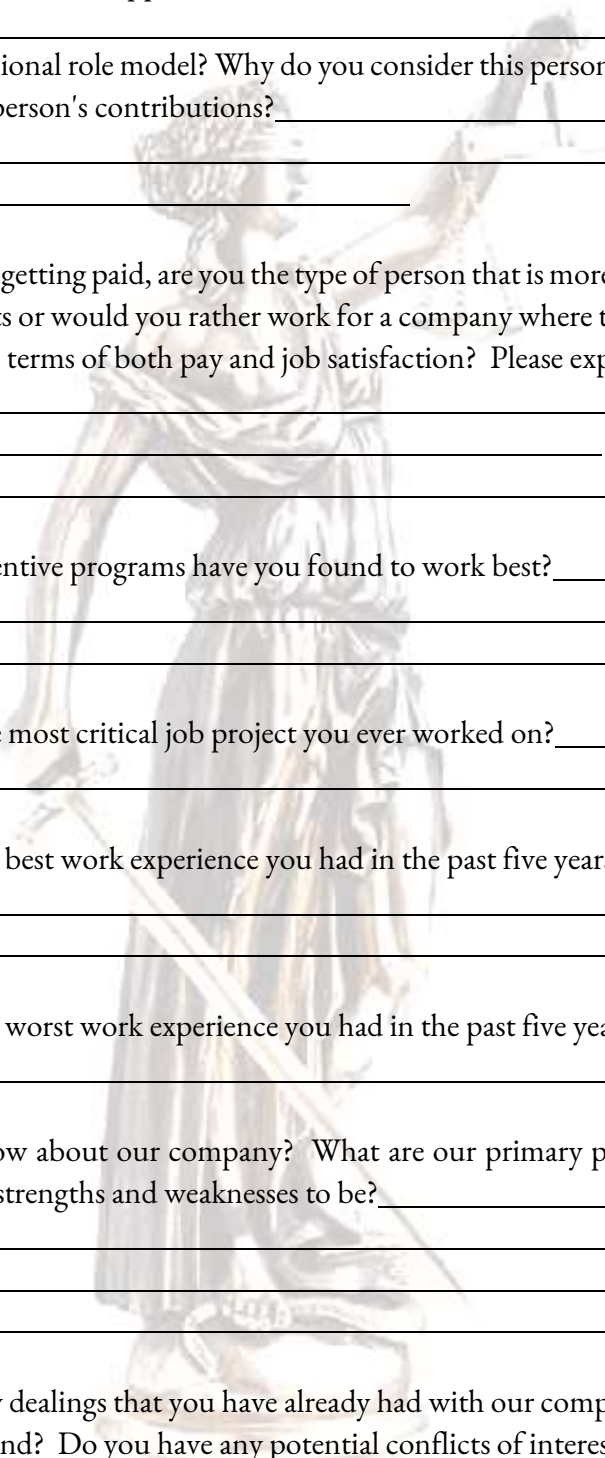
6. What classes or seminars have you taken on your own during the last three years to advance your career and personal growth? _____

7. What efforts have you made at "networking" to advance your career? _____

8. What volunteer or non-profit activities do you engage in? _____
9. Where do you see your profession going in the next five to ten years? _____

10. Where do you see the industry going? _____
11. What are you doing to stay on top of these changes? _____

12. What are the most important things to you about any job? Is it the pay, the opportunities, feelings of self-worth, fellow employees, location, benefits, etc.? _____

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13. What efforts do you make to keep yourself healthy? Do you exercise, eat a proper diet, refrain from smoking, take nutritional supplements, meditate, etc.? _____
_____do you consider to be your professional role model? Why do you consider this person to be so special? How can you improve on that person's contributions? _____

14. When it comes to getting paid, are you the type of person that is more interested in a steady paycheck with good benefits or would you rather work for a company where there may be greater risk but yet greater rewards in terms of both pay and job satisfaction? Please explain _____

15. What type of incentive programs have you found to work best? _____

16. Tell me about the most critical job project you ever worked on? _____

17. Please explain the best work experience you had in the past five years? _____

18. Please explain the worst work experience you had in the past five years? _____

19. What do you know about our company? What are our primary products and services? What do you perceive our strengths and weaknesses to be? _____

20. Please explain any dealings that you have already had with our company. Are any of our employees your personal friend? Do you have any potential conflicts of interest? _____

21. Have you signed any trade secret, non-compete or non-disclosure agreements?

Yes _____ No _____

If so, do you have a copy?

Yes _____ No _____

23. Would you be willing to submit to a pre-hire drug test? Yes _____ No _____

24. Would you be willing to undergo a series of tests to help us determine whether or not your skills fit our needs and if your overall personality and outlook is a match for our company?

Yes _____ No _____

25. What do you think are the greatest strengths and values that you can bring to this company? Is it your knowledge of this industry, your ability to get along with people, dedication and loyalty, or is it something else? _____

26. If hired, where would you like to see yourself within this company in the next three to five years?

27. Have you placed your professional goals in writing? Yes _____ No _____

28. What are they? _____

29. What is your opinion about the followings and why?

- the issue of trust in the workplace _____
- the power of having a corporate vision _____
- the issues of loyalty and commitment _____

- taking risks in the workplace _____
- working with little supervision _____
- change in the workplace _____
- terminating poor performers _____
- being acknowledged for good performance _____

30. Is there anything else you would like to know or share? _____

Notes: _____

PRE-INTERVIEW QUESTIONNAIRE

TRUE FALSE

1.	I prefer when change is introduced slowly:	T	F
2.	Rumors are never worth listening to:	T	F
3.	Group discussions are a good way to improve communications at work:	T	F
4.	People who say less usually have less to offer:	T	F
5.	People work best if they have a say in the way they do their work:	T	F
6.	When I fear criticism, I am less likely to talk:	T	F
7.	I understand that discrimination or harassment towards different races, ages, sexes, religions, our employees, customers or others will not be tolerated at this company:	T	F
8.	People are created with equal abilities:	T	F
9.	The best form of health protection is to exercise and eat a well balanced diet:	T	F
10	I take nutritional supplements to help support my health and energy levels:	T	F
11	I am very concerned about what I eat because it significantly affects my energy level and overall health status:	T	F

12	I understand that if I come to work for this company, sexual harassment and discrimination is prohibited by law. I will not do it. I agree to report it if I see it, hear about it, or become a victim of it:	T	F
13	I understand that a company is allowed to test for drug use where an employee's actions can affect the health or safety of others, or where there is a reasonable suspicion of drug use:	T	F
14	I understand there may be times when it is in a company's best interest to eliminate an employee from its operations and hire an outside consultant or employee leasing company to perform the work:	T	F
15	I would be willing to violate a law if it is necessary to protect the company's interest:	T	F
16	I am comfortable working without supervision:	T	F

1.	Employers have the legal right to terminate an employee for any reason, at any time:	T	F
2.	I have a computer that I use at home:	T	F
3.	I have a library card:	T	F
4.	I like working in a team:	T	F
5.	How do you intend to add value to this company if you are hired?		
6.	What are the three greatest books you have read?		
7.	What do you read that is related to the job you are applying for?		
8.	I am working to improve my communication skills by:		
9.	I engage in the following exercise on a regular basis:		
10.	What have you done to learn about our company and the business we are in?		
11.	In my experience, companies can improve themselves when they:		
12.	My greatest personal attributes are:		

Signature:		Date:	
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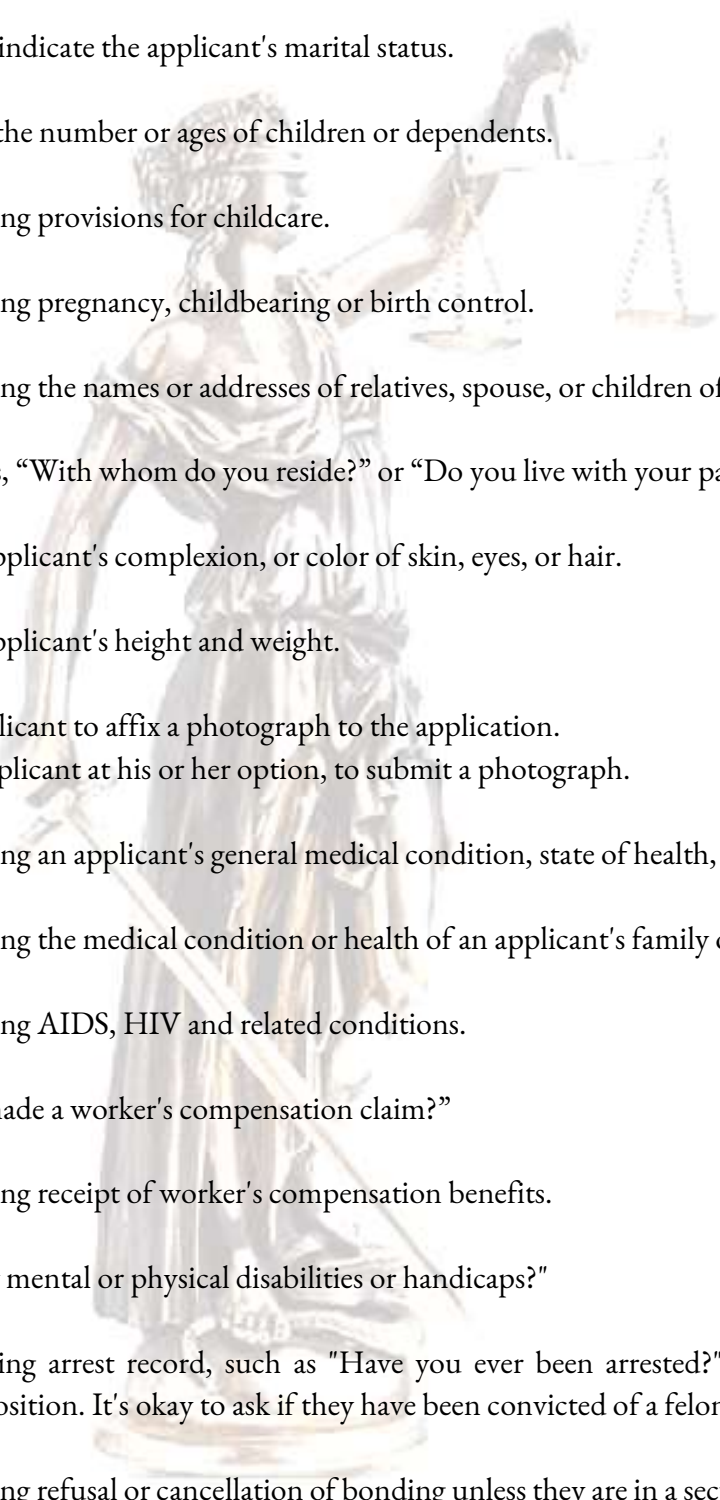
DESIRED ANSWERS TO PRE-INTERVIEW QUESTIONNAIRE TRUE/FALSE QUESTIONS

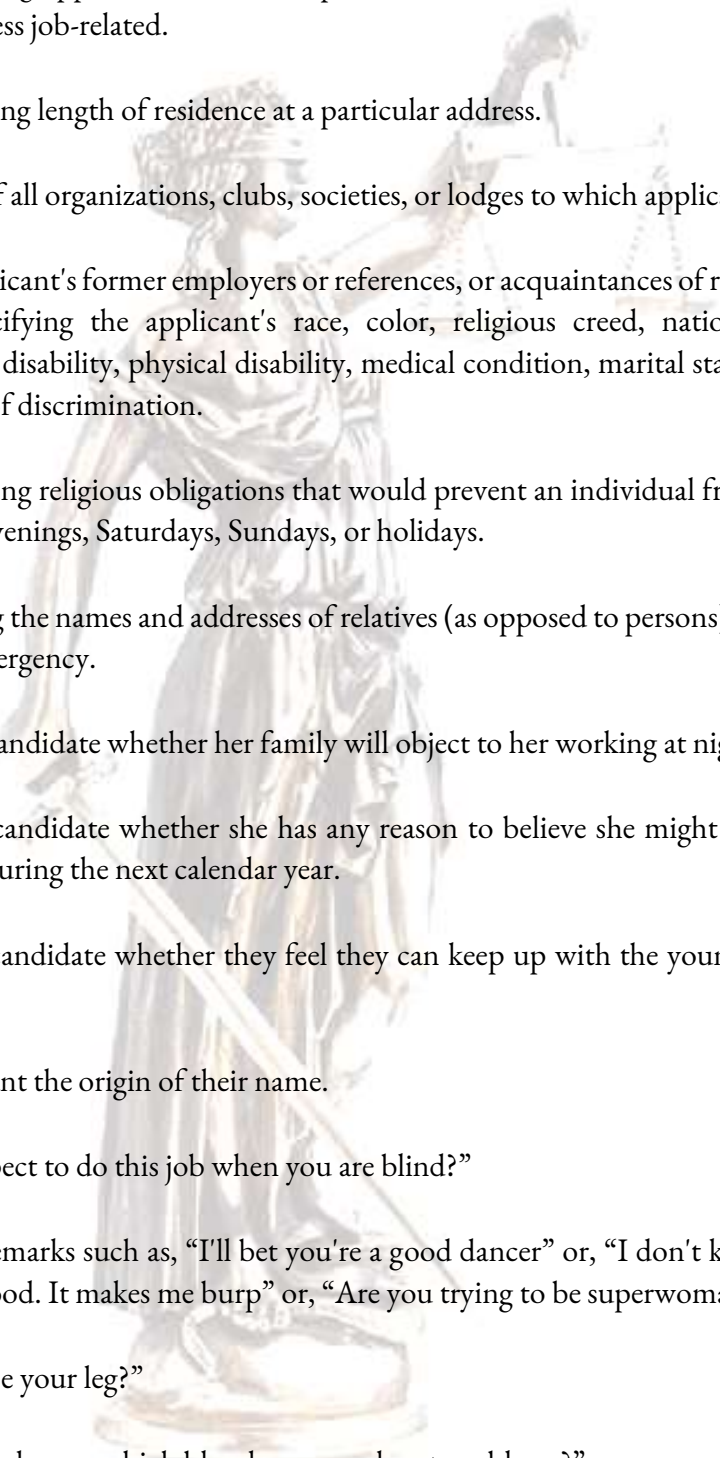
1.	True	6.	False	11.	True	16.	True
2.	True	7.	True	12.	True	17.	False
3.	False	8.	False	13.	True	18.	True
4.	False	9.	True	14.	True	19.	True
5.	False	10.	False	15.	False	20.	True

QUESTIONS TO AVOID DURING AN INTERVIEW

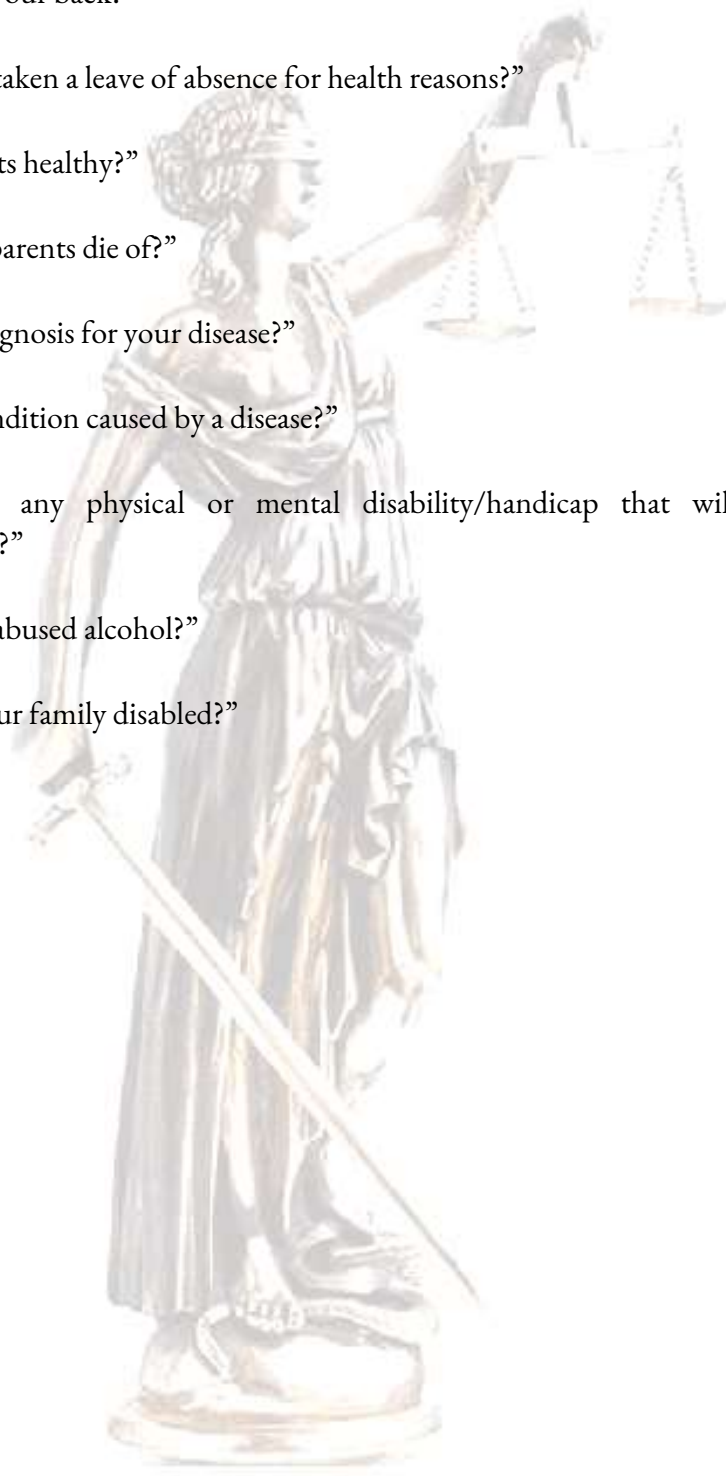
The questions below are generally prohibited during the selection process because they inquire into information that is not required as a matter of business necessity, or are not job-related. The point is to only ask questions that relate to how the individual can handle the job and provide value to the company. Some prohibited questions are proper to ask after the interview process for statistical and other reasons. Unless *clearly job-related*, the following questions should be avoided:

- “What is your maiden name?”
- “Do you own or rent your home?”
- “What is your age?”
- “What is your date of birth?”
- The dates of attendance or completion of elementary or high school.
- Questions which tend to identify an applicant's age as over 40.
- Birthplace of applicant or of applicant's parents, spouse or other relative.
- “Are you a [COUNTRY] citizen?” or “What is your citizenship or that of your parents, spouse or other relative.”
- Questions as to race, nationality, lineage, ancestry, national origin, descent, or parentage of applicant or applicant's spouse.

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- “What is your mother’s tongue?” or “What is the language you speak at home?”
 - Questions which indicate the applicant’s marital status.
 - Questions about the number or ages of children or dependents.
 - Questions regarding provisions for childcare.
 - Questions regarding pregnancy, childbearing or birth control.
 - Questions regarding the names or addresses of relatives, spouse, or children of adult applicant.
 - Questions such as, “With whom do you reside?” or “Do you live with your parents?”
 - Questions as to applicant’s complexion, or color of skin, eyes, or hair.
 - Questions as to applicant’s height and weight.
 - Requiring an applicant to affix a photograph to the application.
 - Requesting an applicant at his or her option, to submit a photograph.
 - Questions regarding an applicant’s general medical condition, state of health, or illness.
 - Questions regarding the medical condition or health of an applicant’s family or associates.
 - Questions regarding AIDS, HIV and related conditions.
 - “Have you ever made a worker’s compensation claim?”
 - Questions regarding receipt of worker’s compensation benefits.
 - “Do you have any mental or physical disabilities or handicaps?”
 - Questions regarding arrest record, such as “Have you ever been arrested?” unless they are in a security-related position. It’s okay to ask if they have been convicted of a felony.
 - Questions regarding refusal or cancellation of bonding unless they are in a security-related position.
 - Questions regarding service in foreign military.

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- Questions regarding applicant's current or past assets, liabilities, or credit rating, including prior bankruptcies unless job-related.
 - Questions regarding length of residence at a particular address.
 - Requiring a list of all organizations, clubs, societies, or lodges to which applicant belongs.
 - Questions to applicant's former employers or references, or acquaintances of references, which elicit information specifying the applicant's race, color, religious creed, nation original, ancestry, disability, mental disability, physical disability, medical condition, marital status, age, sex, or other prohibited basis of discrimination.
 - Questions regarding religious obligations that would prevent an individual from being available to work on Friday evenings, Saturdays, Sundays, or holidays.
 - Questions seeking the names and addresses of relatives (as opposed to persons) to be notified in case of accident or emergency.
 - Asking a female candidate whether her family will object to her working at night.
 - Asking a female candidate whether she has any reason to believe she might require any leave for medical reasons during the next calendar year.
 - Asking an older candidate whether they feel they can keep up with the younger employees in the department.
 - Asking an applicant the origin of their name.
 - "How do you expect to do this job when you are blind?"
 - Discriminatory remarks such as, "I'll bet you're a good dancer" or, "I don't know how you people eat that kind of food. It makes me burp" or, "Are you trying to be superwoman?"
 - "How did you lose your leg?"
 - "Have you ever had cancer, high blood pressure, heart problems?"

- “Have you ever injured your back?”
- “How strong is your back?”
- “Have you ever taken a leave of absence for health reasons?”
- “Are your parents healthy?”
- “What did your parents die of?”
- “What is the prognosis for your disease?”
- “Is your skin condition caused by a disease?”
- “Do you have any physical or mental disability/handicap that will require reasonable accommodation?”
- “Have you ever abused alcohol?”
- “Is anyone in your family disabled?”



NOTICE OF JOB OPENING

Position/Title:		Department:	
Pay Scale:		Location:	
Reports To:		Exempt Non-Exempt	Temporary Part-time
POSITION SUMMARY			
ESSENTIAL JOB FUNCTIONS			
1.			
2.			
3.			
4.			
MINIMUM REQUIREMENTS			
EDUCATION			
EXPERIENCE			
SKILLS AND KNOWLEDGE			
Position Posting Date:		Position Closing Date:	

This company is committed to the principles of equal employment opportunity and is committed to making employment decisions based on merit. We are committed to complying with Federal, State and local laws providing equal employment opportunities, as well as all laws related to terms and conditions of employment. The company desires to keep a work environment free of sexual harassment or discrimination based on race, religion, color, national origin, sexual orientation, physical or mental disability, marital status, age or any other status protected by Federal, State or local laws.

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: LETTER NOTICE OF JOB OPENING

Dear [Contact name],

Our firm has an opening in our [specify] department for a [position]. This will be a permanent position and the applicant must have the following qualifications:

Starting salary is [amount or dependent on applicant's qualifications] and the working hours are from [time] to [time] , Monday through Friday.

Thank you for your assistance. If you require any additional information please contact [individual].
We are proud to be an equal opportunity employer.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

LETTER TO APPLICANT

October 18, 2022

Contact Name

Address

Address2

City, State/Province

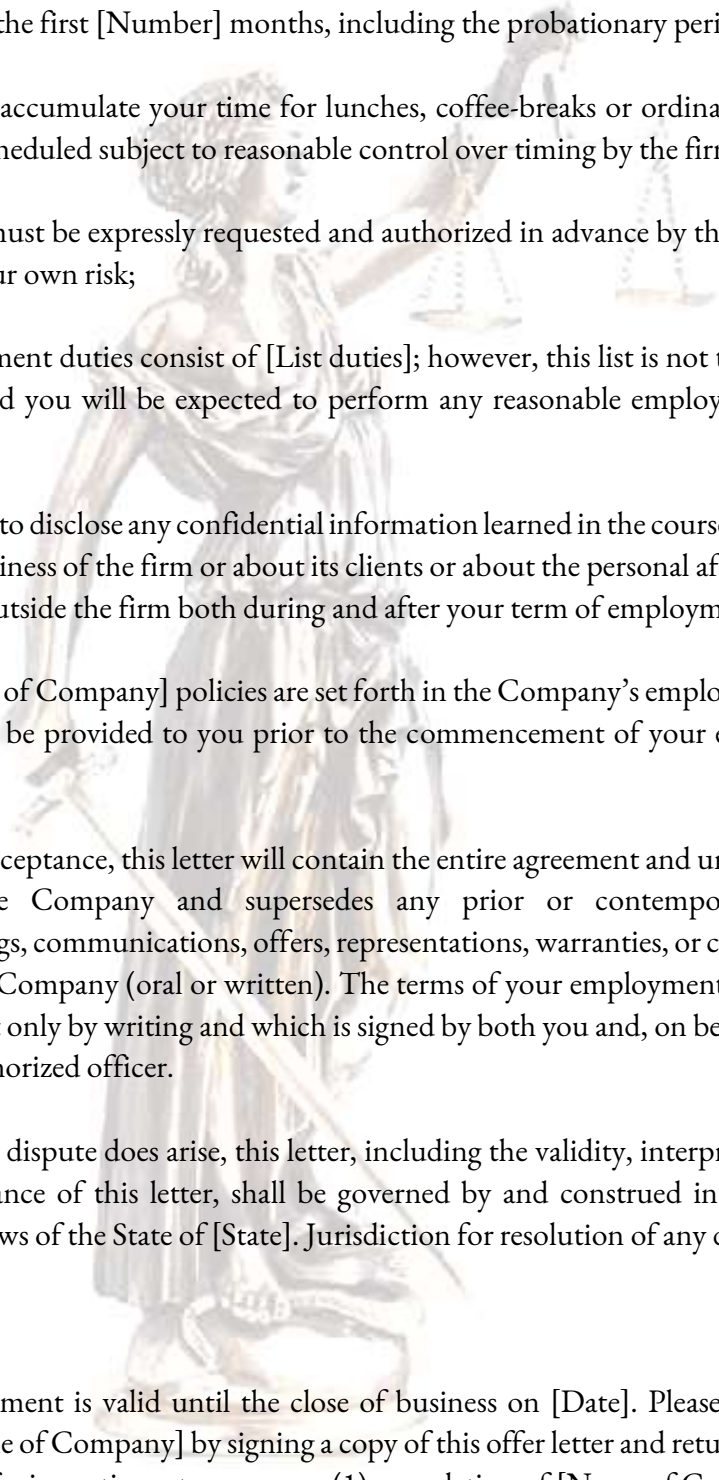
Zip/Postal Code

OBJECT: CONFIRMATION OF AN OFFER OF EMPLOYMENT

Dear [Contact name],

Welcome to [Name of Company]! We are pleased to confirm our offer to have you join [Name of Company] as a [Position] reporting to [Supervisor], commencing [Date] on the following terms:

- a) you will be on probation for [Number] weeks during which time we may terminate your employment at any time without notice or payment in lieu of notice; if your employment is continued, we may only terminate your employment without cause on two weeks notice or payment in lieu of notice; however, we reserve the right to terminate your employment at any time without notice or payment in lieu of notice for good cause;
- b) your gross cash salary, inclusive of any statutory vacation pay to which you may be entitled, during the probationary period of your employment is equivalent to [Amount] per annum payable, subject to statutory deductions, in [Weekly, bi-weekly] installments not in advance; if your employment is continued, your gross cash salary, inclusive of any statutory vacation pay to which you may be entitled, will increase to the equivalent of [Amount] per annum also payable, subject to statutory deductions, in weekly installments not in advance; [Either continue] in addition, you have the following taxable fringe benefits in connection with your employment:[List fringe benefits]; [Or continue] there are no fringe benefits in connection with your employment and, in particular, there is no sick leave;
- c) subject to statutory holidays, your hours of employment are [Time] am to [Time] pm, Monday through Friday, with [Number] minutes off for lunch and [Number] minute coffee-breaks (one to be taken in the morning and the other in the afternoon) each full working day;

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- d) you have up to two weeks ordinary vacation each year; you will not receive your ordinary pay while on vacation but you will be paid any statutory vacation pay to which you are entitled; all vacation time must be reserved [Number] months in advance; no ordinary vacation may be taken during the first [Number] months, including the probationary period, of employment;
 - e) you may not accumulate your time for lunches, coffee-breaks or ordinary vacation and these must all be scheduled subject to reasonable control over timing by the firm;
 - f) all overtime must be expressly requested and authorized in advance by the firm; otherwise, it is worked at your own risk;
 - g) your employment duties consist of [List duties]; however, this list is not to be taken as fixed or exhaustive and you will be expected to perform any reasonable employment task given by a superior;
 - h) you agree not to disclose any confidential information learned in the course of your employment about the business of the firm or about its clients or about the personal affairs of your superiors to anybody outside the firm both during and after your term of employment.
 - i) Other [Name of Company] policies are set forth in the Company's employee handbook, a copy of which will be provided to you prior to the commencement of your employment with the Company.
 - j) Upon your acceptance, this letter will contain the entire agreement and understanding between you and the Company and supersedes any prior or contemporaneous agreements, understandings, communications, offers, representations, warranties, or commitments by or on behalf of the Company (oral or written). The terms of your employment may in the future be amended, but only by writing and which is signed by both you and, on behalf of the Company, by a duly authorized officer.
 - k) In the event a dispute does arise, this letter, including the validity, interpretation, construction and performance of this letter, shall be governed by and construed in accordance with the substantive laws of the State of [State]. Jurisdiction for resolution of any disputes shall be solely in [State].

This offer of employment is valid until the close of business on [Date]. Please let us know of your decision to join [Name of Company] by signing a copy of this offer letter and returning it to us not later than [Date]. Your offer is contingent upon your (1) completion of [Name of Company] Employment Application; (2) signing of the Company's Confidentiality and Invention Assignment Agreement; and

(3) providing proof of your eligibility to work in [COUNTRY], and (4) [Add any other clause like drug test, physical examination, psychological test, or skills test, etc]. You hereby represent to the Company that you are under no obligation or agreement that would prevent you from becoming an employee of the Company or adversely impact your ability to perform the expected services.

If there is anything with which you do not agree, please feel free to discuss it with the writer.

We are very pleased to offer you the position and are sure that you will make a superb addition to our firm. Once again, welcome to the firm!

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

Employment on the terms set out in this letter is accepted.

Date: _____ By: _____

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: LETTER TO CONFIRM EMPLOYMENT

Dear [Contact name],

We are pleased to confirm your being employed by our firm in the capacity of [Position]. You will report directly to [Name], commencing with your start of employment on [Date].

Your salary shall be [Annual salary]. You will also be covered by the standard group benefit plans and fringe benefits explained to you. For the first year vacation time shall be pro-rated, so you will be entitled to [Number] days' vacation for this year.

It is understood and accepted that the employment relationship we have agreed to is an at-will relationship, and that it may be ended by either party, at any time, and for any reason.

If you agree this letter sets forth our understanding, please sign the enclosed copy and return for our files.

We look forward to your joining the company.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

Agreed and Accepted:

Employee

Date

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NEW EMPLOYEE WELCOME LETTER

Dear [Contact name],

It is with great pleasure that I welcome you as a new employee to [name of firm]. I am very pleased that you have chosen to accept our offer of employment and know that this is the beginning of a mutually beneficial association.

We encourage our personnel to take advantage of selected courses that are available in this vicinity, in order to improve their skills and learn new skills in related areas. The courses and their corresponding registration dates are listed on the employee bulletin board for your review. If you decide to attend one of these courses, please advise your office manager and he will make the necessary arrangements.

Once again, welcome to [name of firm]!

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: DECLINE TO INTERVIEW

Dear [Contact name],

Having been away from the office for a few days, I didn't read your letter of [Date] until today. While I am sure the young man you wrote to me about wouldn't warrant the recommendation you gave unless he is truly exceptional, I believe it would be unfair to him to set up an interview at this time.

We have just had to lay off [Number] employees and there is no way that I could justify hiring someone new under those circumstances. We anticipate that business should improve over the next six months, but for now, the timing is off. I am sorry to have to disappoint you. You know, under the right circumstances, we are always looking for bright young people with potential. Thank you for thinking of us.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: POST INTERVIEW LETTER

Dear [Contact name],

It was a pleasure meeting with you and having the opportunity to discuss your education and your career goals. I appreciate your candidness and feel that since your objectives are to work in the field of [specify area] you should attempt to obtain a position with a firm that would enable you to gain experience in your preferred area.

Unfortunately, our business does not afford you this opportunity. I am certain that you will find a position which suits you soon and I believe that you have a great deal to contribute.

Please accept my best wishes for your future.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RECENT JOB APPLICATION

Dear [Contact name],

Thank you for your recent application to join our company as a [position requested].

We regret to inform you that there are no openings in your area at this time. While we know this is disappointing news, we would like to retain your application in our files for future openings.

Thank you for your interest in working for our company.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RECENT JOB APPLICATION

Dear [Contact name],

Thank you for your recent inquiry into the position opened at [Company name]. We certainly appreciate your interest in working for our business.

After reviewing your credentials, we have determined that your background and qualifications do not suit our needs at this time.

[Include this only if you intend to do it.]
We will keep your application on file for future reference.

Again, thank you for your interest in our company.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: APPLICATION ACKNOWLEDGMENT

Dear [Applicant],

We recently received your correspondence indicating an interest in a position at [Your Business]. We want to thank you for taking the time to send us information about yourself, and we want to assure you that your application will be considered very carefully.

If your qualifications match our needs, you will hear from us by phone or mail to schedule an interview. Thank you again for your interest.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Reference name
Address
Address2
City, State/Province
Zip/Postal Code

**OBJECT: PERSONAL REFERENCE FOR [APPLICANT] –
[SOCIAL SECURITY NUMBER]**

Dear [Reference name],

The above-named individual has applied for employment with our business and has named you as a reference. In order to make an informed hiring decision, we need to know the applicant's work/educational history and personal qualifications or fitness for employment. A release permitting you to provide the following information has been signed by the applicant and a copy is attached. Any information that you give will be held in the strictest confidence. Please verify by answering the following questions.

How long have you known [Applicant]? _____

What is the nature of your relationship? _____

Why do you think [Applicant] would be a good choice as a [name of position]? _____

Do you know of any reasons that could prevent [Applicant] from performing the functions of the position? _____

Information furnished by: _____

Signature: _____

Date: _____

Thank you for your cooperation and prompt response.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RECEIPT OF RESUME

Dear [Contact name],

Thank you for applying for the position of [name of position]. We are currently reviewing the qualifications of all the applicants and expect to begin interviewing the week of [date]. If you have the qualifications we are looking for, we will be contacting you to set up an interview.

We appreciate your interest in [name of company]. You should hear from us one way or the other by [date]. Good luck.

Sincerely,

Your name
Your title
Telephone contact
youemail@yourcompany.com

October 18, 2022

[Former employer name]

Address

Address2

City, State/Province

Zip/Postal Code

**OBJECT: REFERENCE CHECK FOR [APPLICANT NAME] –
[SOCIAL SECURITY NUMBER]**

Dear [former employer name],

A former employee of your company, [Applicant name], has applied for a position with our company. As part of interview process, we are hereby requesting background information from you on this employee. [He/she] has given us permission to request such information from you and a copy of such request is attached hereto.

Please provide us the following information concerning this former employee:

Dates of employment: _____ Positions held: _____

Responsibilities: _____

Last total salary and bonus while employed: _____

Reason given for terminated/leaving: _____

How would you rate his/her overall competence? (Check one.)
Outstanding _____ Good _____ Average _____ Fair _____ Poor _____

Please state briefly what you believe to be his/her greatest strengths and weaknesses (if any):

Strengths _____

Weaknesses _____

If you had an opening for which he/she is qualified, would you rehire him/her? Yes ___ No ___

If no, please state why. _____

I assure that any information you supply about this applicant will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so. We will need this information as soon as possible, and thus we would appreciate if you could fax the response to the undersigned at [fax number]. Thank you for your consideration.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



EMPLOYMENT REFERENCE PHONE SCRIPT

When telephoning another company to conduct a reference check, be sure to introduce yourself, giving your name and title, where you are calling from, and explain the reason for your call. Try to speak with the applicant's supervisor. Make sure the person you do speak to has the authority to give references. Give the person you are speaking with the name of the applicant, the position they are applying for, and the supposed dates of employment with their company. Offer to fax a release if the person you are speaking to is reluctant to give information.

Applicant's Name:	Date:	
Position Applied For:	Dept.:	
Person Conducting Check:	Title:	
Previous Employer:		
Person Giving Reference:	Title:	
Verified Dates of Employment:	From	To
Position Title:	Begin	End
Salary/Wages:	Begin	End
Brief description of previous job duties:		
How would you describe applicant's performance of job duties?		
What value did the applicant add to their company?		
How did the applicant get along with others?		
Reason for applicant's termination:		
Is applicant eligible for rehire with this company? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If not eligible for rehire, why not?		
Additional Notes:		

REFERENCE CHECK CONTROL FORM

Applicant Name: _____ Position: _____

Personal references checked:

Name: _____ Relationship: _____

Address: _____

Telephone: _____ Date contacted: _____ Method of contact: _____

Notes: _____

Name: _____ Relationship: _____

Address: _____

Telephone: _____ Date contacted: _____ Method of contact: _____

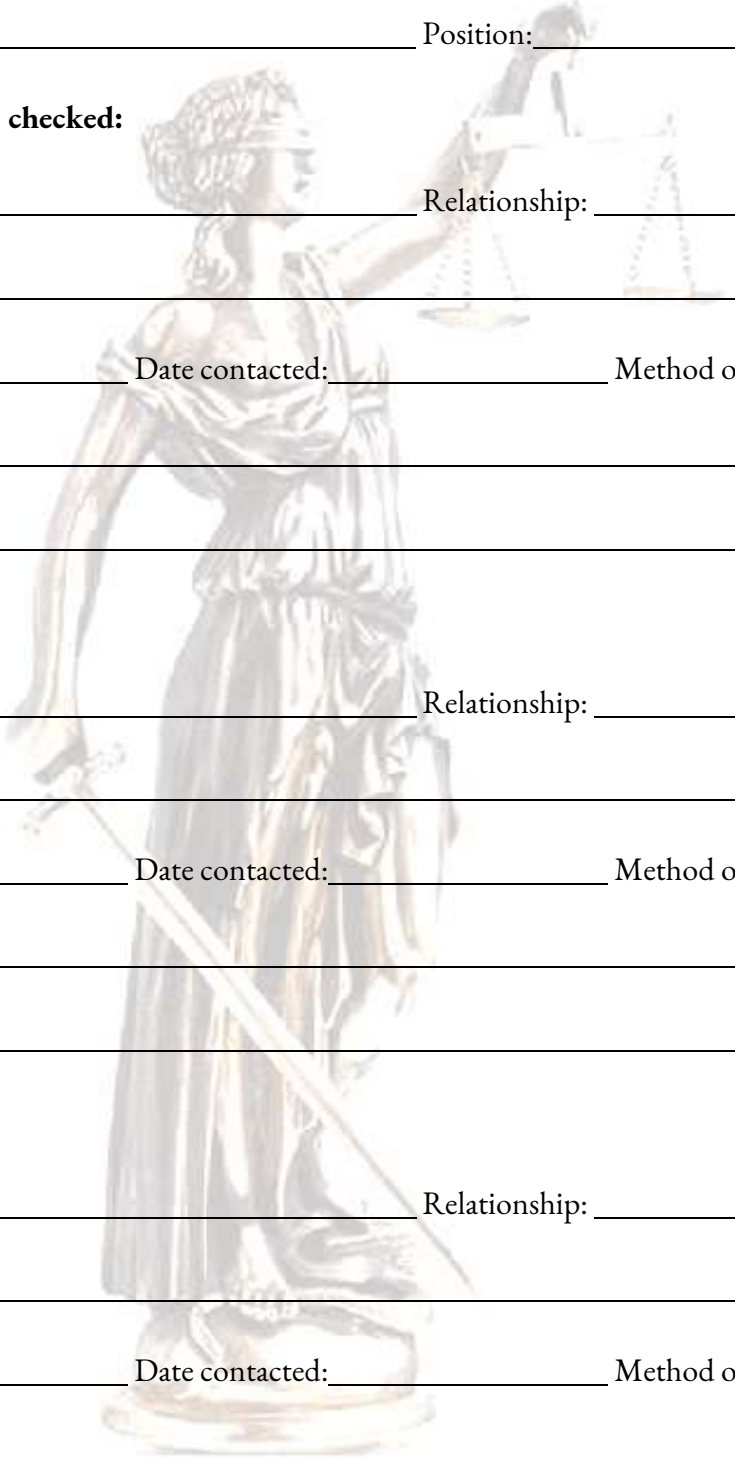
Notes: _____

Name: _____ Relationship: _____

Address: _____

Telephone: _____ Date contacted: _____ Method of contact: _____

Notes: _____





EMPLOYMENT REFERENCES CHECKED:

Name: _____ Relationship: _____

Address: _____

Telephone: _____ Date contacted: _____ Method of contact: _____

Would you rehire? _____ Reason for termination: _____

Notes: _____

Name: _____ Relationship: _____

Address: _____

Telephone: _____ Date contacted: _____ Method of contact: _____

Would you rehire? _____ Reason for termination: _____

Notes: _____

Name: _____ Relationship: _____

Address: _____

Telephone: _____ Date contacted: _____ Method of contact: _____

Would you rehire? _____ Reason for termination: _____

Notes: _____

Records checked:

- School records (Date requested: _____) Notes: _____
- Criminal records (Date requested: _____) Notes: _____
- Driving records (Date requested: _____) Notes: _____
- Credit records (Date requested: _____) Notes: _____



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REFERENCE ON QUALIFICATIONS

Dear [Contact name],

We recently received an application from [Name] for the position of [Specify] with our firm. We understand he was previously employed by you. We would appreciate any information you could give us concerning [Name]'s work habits, expertise as [Position] and attitude. We would also appreciate your sharing with us the reason he no longer works for your firm.

We look forward to hearing from you in early [Month]. Please advise us if the information you provide is confidential. Thank you for your time in answering this request.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

EMPLOYEE REFERENCE REQUEST

I, [employee], hereby authorize [former employer] to release any and all references and records related to my past employment and work history to [prospective employer]. I release and forever discharge the above-named former employer and prospective employer of any and all claims related to this Employee Reference Request and any related exchange of records or other communications related to my past employment.

Date

Social Security Number

Signature

Printed Name

Please answer the following questions as thoroughly as possible regarding the above-named individual and their employment with your company. Thank you for your assistance.

Start Date	End Date	Final Position/Title
Final Salary	Time in Final Pay Grade	Your Relationship to Employee
Position Summary:		
Essential Job Functions:		
Reason for Leaving:		
Is this Individual Eligible for Rehire? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please explain:		
Please Describe this Individual's Most Valuable Attributes:		
What Is Your Opinion of this Individual's Ability to Add Value to Our Company?		

Signature	Date
Printed Name:	Title:



October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: THANK YOU TO APPLICANT FOR TESTING

Dear [Contact name],

Thank you for taking the time to be tested for employment at our main office yesterday. Within [NUMBER] weeks we should be able to provide you with a decision in regard to your application, and we want you to know that we will be giving your application our fullest consideration. If, for some reason, we are unable to offer you a position at this time, we will have your application and aptitude test on record which will enable us to inform you when there is an opening. We would like to thank you again for your time and consideration and will be in touch with you as soon as we have some definitive information for you.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

LEASING AND REAL ESTATE ASSIGNMENTS

ASSIGNMENT OF LEASE BY LESSEE WITH CONSENT OF LESSOR

This Assignment of Lease (the "Agreement") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. ASSIGNMENT OF LEASE

For value received, Assignor assigns and transfers to Assignee that lease, dated [DATE], executed by assignor as lessee and by [NAME] as lessor, of the following described premises:

[DESCRIBE]

together with all his right, title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease, to have and to hold from [DATE], until the present term of the lease expires on [DATE].

A copy of the lease is attached hereto and made a part hereof by reference.

2. ASSIGNOR WARRANTIES AND REPRESENTATION

Assignor covenants that he is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that he has performed all duties and obligations and made all payments required under the terms and conditions of the lease.

Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the lease.

3. CONSENT OF LESSOR

The Lessor, named in the above assignment of that lease executed on [DATE], wishes to consent to this Assignment. The Lessor also consents to the agreement by Assignee to assume after [DATE], the payment of rent and performance of all duties and obligations as set forth in the lease, and releases Assignor from all duties and obligations under the lease, including the payment of rent, after [DATE], and accept Assignee as lessee in the place of Assignor.

4. BINDING AGREEMENT

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

LESSOR

Authorized Signature

Print Name and Title

ASSIGNMENT OF MORTGAGE

This Assignment of Mortgage (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

For and in consideration of [AMOUNT], the receipt of which is hereby acknowledged by, [NOTARY NAME], of [CITY, STATE/PROVINCE], the Assignor hereby grants, assigns and transfers to Assignee that certain mortgage executed by [NAME], and dated, [DATE], and recorded in [OFFICES], in [CITY, STATE/PROVINCE], in [Book of Mortgage], at page [NUMBER], together with the note described therein and the money to become due thereon with the interest provided therein.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [state]

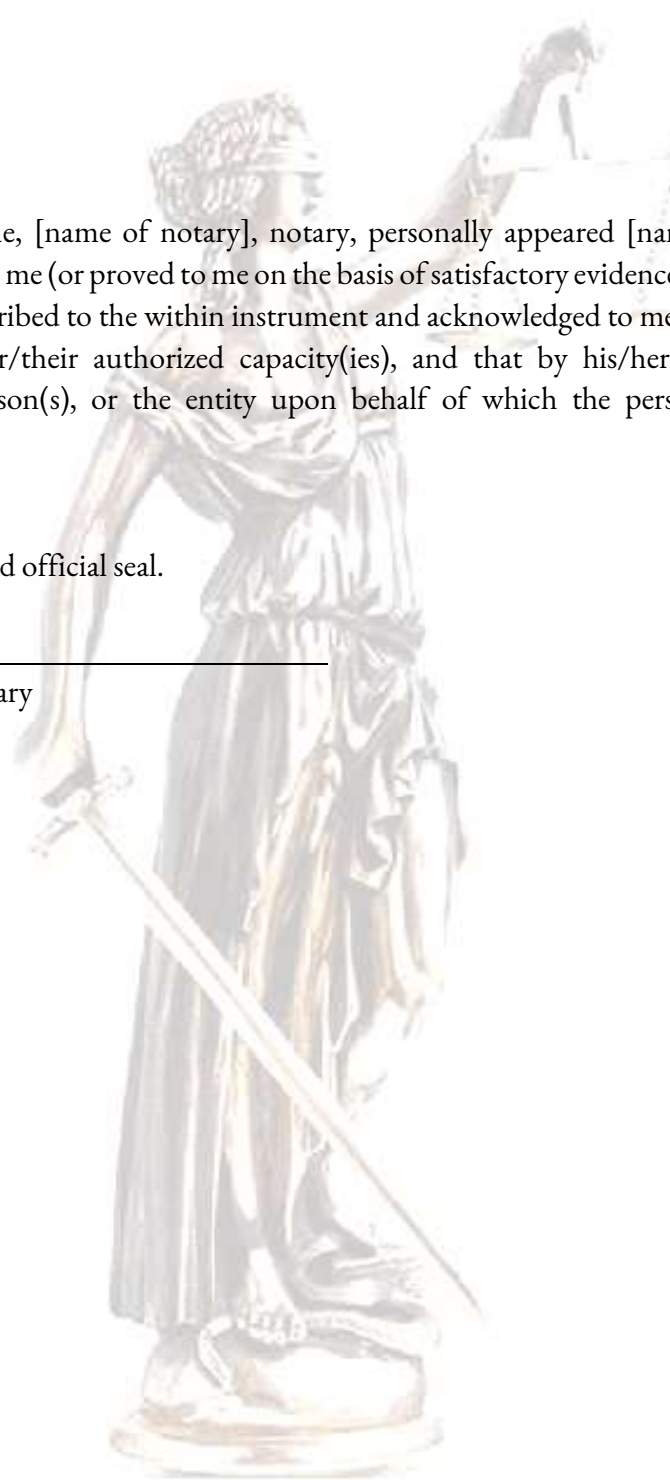
County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____
Notary

(Seal)



ASSIGNMENT OF REAL ESTATE CONTRACT AND SALE AGREEMENT

This Assignment of Real Estate Contract and Sale Agreement (the "Agreement") is effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, Assignor has entered into a certain Real Estate Purchase and Sale Agreement with [NAME] as "Seller" and Assignor as "Buyer" which Agreement was executed on [DATE], by said Assignor and on [DATE], by said Seller for the purchase and sale of certain real property being, lying and situate in [CITY, STATE/PROVINCE], and more particularly described in said Agreement, copy of said Agreement being attached hereto as Exhibit "A"; and,

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement;

TERMS

NOW, THEREFORE, for and in consideration of the sum of [AMOUNT] and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement. Assignee hereby assumes all of Assignor's duties and obligations under said Real

Estate Purchase and Sale Agreement. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

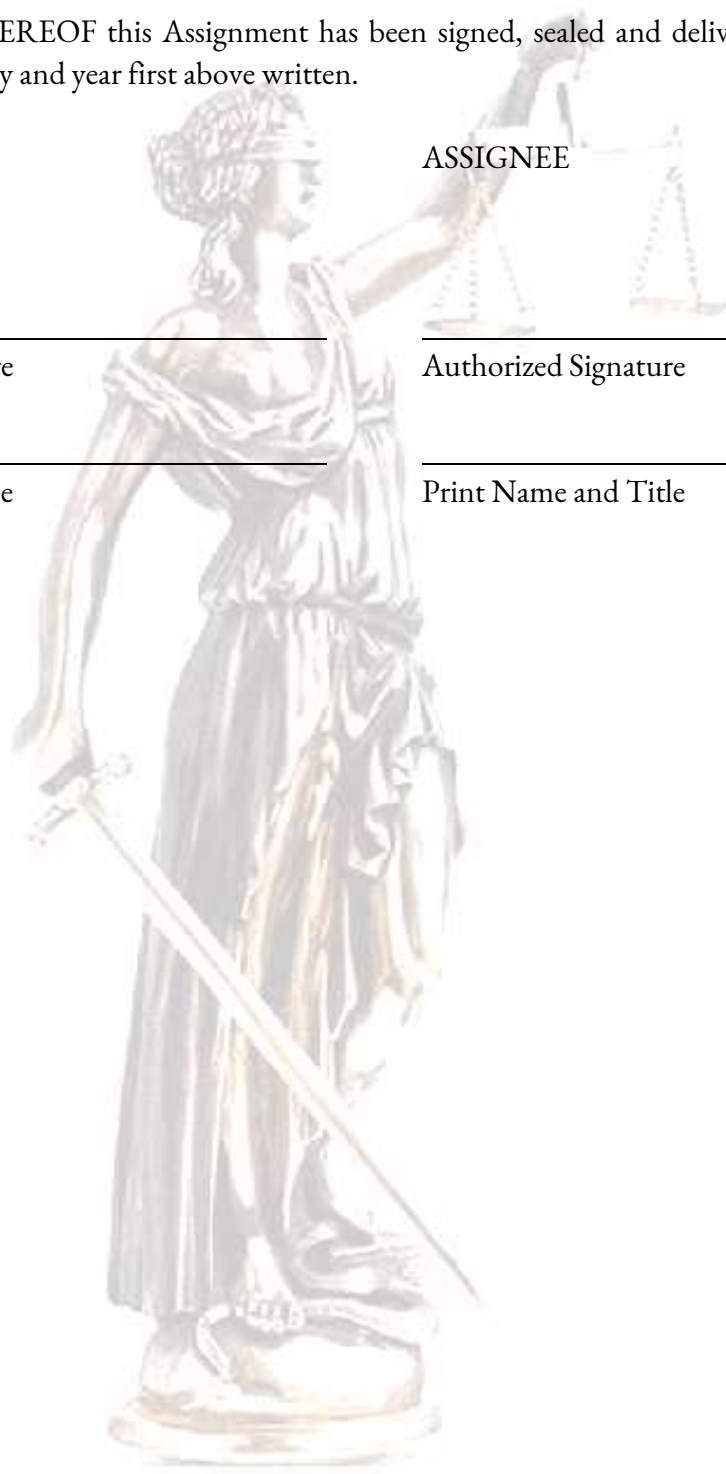


EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT ASSIGNMENT OF REAL ESTATE CONTRACT

This Assignment of Real Estate Contract (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

For value received, which is acknowledged, the Assignor hereby assigns all interest and benefit in an Agreement of Purchase and Sale of [DESCRIBE PROPERTY] between [VENDOR] (the "Vendor") and the Assignor, accepted by the Vendor on [DATE], to the Assignee.

The Assignor stipulates, however, that this Assignment is made completely at the risk of the Assignee without any representations, warranties or collateral assurances of any kind whatsoever with regard to the subject matter of this assignment, its ownership or the right to make this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF RENTS BY LESSOR

This Assignment of Rents (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

For value received, Assignor assigns and transfers to Assignee, all rents and other sums due and to become due, assign or under that lease Dated [DATE], between Assignor as Lessor, and [NAME], as Lessee;

For the lease of the following described property:

[DESCRIBE]

1. Assignor warranties and representations

- a. Assignor is the lawful owner of the above-described lease and of the rental property that is the subject thereof and of all rights and interests therein.
- b. The lease is genuine, valid, and enforceable.
- c. Assignor has a right to make this assignment.
- d. The rental property and rental payments and other sums are free from liens, encumbrances, claims and set offs of every kind whatsoever except as follows:

[DESCRIBE]

- e. The balance of rental payments unpaid as of the date of this assignment is [amount] commencing with the next payment due on [date].

2. TERMS AND CONDITIONS OF THE ASSIGNMENT

Assignor understands and agrees that:

- a. Assignee does not assume any of the obligations arising under the Lease.
- b. Assignor will keep and perform all of his obligations as Lessor under the Lease. In addition, Assignor shall indemnify assignee against the consequences of any failure to do so.
- c. Assignor will not assign any other interest in the lease, nor sell, transfer, mortgage, or encumber the property described in the lease, or any part thereof, without first obtaining the written consent of Assignee.
- d. Assignee may, at his discretion, give grace or indulgence in the collection of all rent and other sums due or to become due under the lease, and grant extensions of time for the payment of any such sums.
- e. Assignor waives the right to require assignee to proceed against Lessee, or to pursue any other remedy.
- f. Assignor waives the right, if any, to obtain the benefit of or to direct the application of any security that is or may be deposited with Assignee until all indebtedness of Lessee to Assignee arising under the lease has been paid.
- g. Assignee may proceed against Assignor directly or independently of Lessee and the cessation of the liability of Lessee for any reason other than full payment shall not in any way affect the liability of Assignor hereunder, nor shall any extension, forbearance of acceptance, release, or substitution of security, or any impairment or suspension of Assignee's remedies or rights against Lessee in any way, affect the liability of Assignor hereunder.
- h. Assignor guarantees due and punctual payment under the terms of the lease, In addition, on any default by Lessee, assignor will, on demand, repurchase the rights assigned hereunder by paying to Assignee the then total unpaid balance of rental payments under the lease.
- i. Assignor appoints assignee as his attorney in fact to demand, receive, and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable, either in the

name of assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this assignment had not been made.

3. NOTICES

Notice of this assignment may be given at any time at Assignee's option. In the event any payment under the lease hereby assigned is made to Assignor, Assignor will promptly transmit such payment to Assignee.

4. BINDING AGREEMENT

This assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of any obligation, the payment of which is secured by it, or until and unless such obligation is released in writing by Assignee.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT OF SUBLEASE

This Assignment of Sublease (the "Assignment") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SUB-TENANT NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good consideration, it is agreed by and between the parties that:

1. ASSIGNMENT OF LEASE

Tenant hereby assigns, transfers and delivers to Sub-Tenant all of Tenant's rights in and to a certain lease between Tenant and Landlord for certain premises known as [Describe], under lease dated [DATE].

2. SUB-TENANT'S OBLIGATIONS

Sub-Tenant agrees to accept said Lease, pay all rents and punctually perform all of Tenant's obligations under said Lease accruing on and after the date of delivery of possession to the Sub-Tenant as contained herein. Sub-Tenant further agrees to indemnify and save harmless the Tenant from any breach of Sub-Tenant's obligations hereunder.

3. DELIVERY OF PREMISES

The parties acknowledge that Tenant shall deliver possession of the leased premises to Sub-Tenant on [DATE]; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant, and thereafter by the Sub-Tenant.

4. LANDLORD’S OBLIGATIONS

Landlord hereby assents to the assignment of lease, provided that:

- a. Assent to the assignment shall not discharge Tenant of its obligations under the Lease in the event of breach by Sub-Tenant.
- b. In the event of breach by Sub-Tenant, Landlord shall provide Tenant with written notice of same and Tenant shall have full rights to commence all actions to recover possession of the leased premises [in the name of Landlord, if necessary] and retain all rights for the duration of said Lease provided it shall pay all accrued rents and cure any other default.
- c. There shall be no further assignment of lease without prior written consent of Landlord.

5. BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

TENANT

SUB-TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

LANDLORD

Authorized Signature

Print Name and Title



CONTRACTS, AGREEMENTS AND CHECKLISTS

ADDENDUM TO REAL ESTATE LEASE

This is an Addendum (the "Agreement") to that certain Real Estate Lease dated [DATE] (the "Lease") and effective [DATE]

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Addendum relates to the premises leased by the Tenant (the "Premises") in the building owned by the Landlord (the "Building"), which is located at [FULL ADDRESS].

1. Exclusions From Operating Costs

In the event the Tenant is required to pay a portion of the "operating costs" of the Building, the definition of "operating costs" shall not include: (i) costs incurred in renovating or otherwise improving, painting or redecorating usable space for tenants; (ii) Landlord's costs of any services sold or provided tenants or other occupants for which Landlord is entitled to be reimbursed by such tenants or other occupants as an additional charge or rental over and above the basic rental and escalations payable under the lease with such tenant or other occupant; (iii) legal fees and other related expenses associated with the negotiation or enforcement of leases; (iv) all items and services for which Tenant reimburses Landlord or pays third persons or which Landlord provides selectively without reimbursement to one or more tenants or occupants of the Building (other than Tenant) which are not customary for normal office use; (v) leasing commissions and other similar payments paid to agents or employees of Landlord,

independent brokers and other persons incurred in connection with Landlord's leasing activities; (vi) costs for space planning of tenant space in the Building; (vii) repairs or other work occasioned by fire, windstorm or other casualty or damage to the extent Landlord is reimbursed by insurance; (viii) costs for structural replacements to the steel frame, concrete floors, roof membrane of the Building; (ix) Building depreciation; (x) interest on debt or amortization payments on any mortgages or deeds of trust and rent under any ground leases; (xi) advertising and publicity expenditures; (xii) Landlord's reserve accounts; (xiii) any compensation paid to clerks, attendants or other persons in commercial concessions, if any, operation of any retail space or similar concessions; (xiv) costs of correcting construction defects in the Building; (xv) costs of cleaning up or removing asbestos or hazardous materials; and (xvi) capital improvements, capital repairs, capital equipment, and capital tools, all as determined in accordance with generally accepted accounting principles. The operating costs shall be normalized to an assumed 100% occupancy of the Building.

2. Property Tax

Notwithstanding anything to the contrary contained in the Lease, Tenant shall not be liable (directly or indirectly) for any increase in real property taxes during the term of this Lease (as the same may be extended from time to time) that results from a change in ownership of the Building or the land upon which the Building is located.

3. Audit

Tenant shall have the right exercisable within [NUMBER] months after the receipt of any year end statement that relates to operating costs of the Building to be paid by Tenant to cause the books and records of Landlord relating to its operation and management of the Building to be audited by a certified public accountant designated by Tenant, and reasonably acceptable to Landlord, to determine if the foregoing year-end statements are accurate and correct. Such audit shall be paid for by Tenant, unless the audit discloses a discrepancy in said statement in favor of Tenant which is greater than [%] of the amount shown on the year-end statement, in which case the audit shall be paid by Landlord and the amounts due by Tenant pursuant to this paragraph shall be adjusted accordingly.

4. Condition of the Building

- A. Landlord represents that the Premises, at the time of occupation , will be in good and reasonable condition and that the Premises will be suitable, in all material respects, for Tenant's use.
- B. Landlord represents and warrants to Tenant that the Building does not present a health hazard to occupants or guests and that the Landlord is in compliance in all material respects

with all laws, regulations, rules, ordinances, and court decrees affecting ownership and operation of the Building.

- C. Landlord shall maintain the Building in good order and condition (except for damage occasioned by the act of Tenant or employees, licensees or invitees of Tenant, which damage shall be repaired by Landlord at Tenant's expense) at least comparable to other buildings of the class and nature of the Building.
- D. Landlord shall adequately supply the Premises during reasonable and usual business hours with (i) electricity for lighting and operation of office machines, (ii) heating, ventilation and cooling reasonably required for the comfortable occupation of the Premises, (iii) elevator service, either automatic or with attendants, as Landlord elects, (iv) lighting replacement (for Landlord's designated Building standard lights), (v) restroom supplies, (vi) window washing, (vii) security service, (viii) janitor service, (ix) such other services and amenities as these customarily furnished in comparable buildings in the area.

5. Compliance

Landlord shall, at its sole cost and expense, comply with all laws, statutes, ordinances and governmental rules or regulations now in force or which may hereafter be in force, insofar as any thereof relate to Landlord's ownership and operation of the Building.

6. Expansion

Landlord agrees to negotiate in good faith with Tenant with respect to Tenant's needs for additional expansion space which may from time to time become available in the Building.

7. Casualty

In the event of a fire or other casualty in the Premises, or a fire or other casualty in such portions of the Building other than the Premises, where Tenant's access to the Premises and the use thereof for the conduct of its business is adversely impaired, Tenant shall promptly give notice thereof in writing to Landlord (unless Landlord already has notice thereof). The following provisions shall apply to a fire or other casualty occurring in the Premises and/or the Building:

- A. If portions of the Building outside the Premises are damaged or destroyed (whether or not the Premises are also damaged or destroyed) to such a degree that Tenant's direct access to the Premises and the use thereof for the conduct of its business are adversely impaired and

sufficient repair can be made to the Building within [NUMBER] days from the date of such damage or destruction so as to provide Tenant with direct access to the Premises and the use thereof for the conduct of Tenant's business without significant impairment, Landlord, subject to the provisions of this paragraph, shall diligently proceed to repair the same and this Lease shall remain in full force and effect.

- B. If Landlord reasonably determines that it cannot complete the repairs provided in subparagraph (a) and (b) above within the time periods therein provided, Landlord shall notify Tenant of said effect within [NUMBER] days after the date of such damage and destruction, and in such event, Tenant may terminate this Lease within [NUMBER] days after the date of such notice.
- C. If this Lease is not terminated pursuant to the terms of this paragraph 6, Landlord shall diligently proceed to repair and rebuild the Premises and the Building, as necessary, as permitted by and subject to then applicable law, ordinance and regulation, and this Lease shall remain in full force and effect; provided that Landlord shall also be required to repair any injury or damage and to make any repairs or replacements of any improvements installed in the Premises by or for Tenant.
- D. During any period when the Premises are unusable for the conduct of Tenant's ordinary business operations, and are actually not used by Tenant, provided that the casualty is not the result of the negligence or willful misconduct of Tenant or Tenant's employees then during the period the Premises are rendered unusable by such casualty, Tenant shall be entitled to a reduction in rent in the proportion that the area of the Premises not occupied by Tenant bears to the total area of the Premises.

8. Permitted Uses

Tenant is permitted to use the Premises for any legal purpose or business.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ADDENDUM TO RENT AGREEMENT

This Addendum to Rent Agreement (the "Agreement") is made and effective [DATE]

BETWEEN: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. FOR STORAGE ROOM

That for the consideration of rent payments and covenants adherence on the part of the Tenant, the Owner rents to the Tenant, and the Tenant hires from the Owner, the storage room known as [DESCRIBE] at [ADDRESS], [CITY/STATE]. Rent is due in advance on the first (1st) day of each month and every month at [AMOUNT] per month beginning the first (1st) day of [MONTH]. If the first month's rental is adjusted, the rental sum of [AMOUNT] has been received by Owner for the period of [DATE] to [DATE]. The Tenant further agrees if monthly rent is not received on the first (1st) of the month, the Tenant will pay a fee of [AMOUNT] of rent to help defray the cost of collection. [AMOUNT] has been deposited as additional security by Tenant, which will become part of the total security for all agreements.

2. FOR RESERVED PARKING SPACE

That for the consideration of rent payments and covenants adherence on the part of the Tenant, the Owner rents to the Tenant, and the Tenant hires from the Owner, the reserved parking space known as [DESCRIBE] at [ADDRESS], [CITY/ST/ZIP]. Rent is due in advance on the first (1st) day of each month and every month at [AMOUNT] per month beginning the first (1st) day of [MONTH]. If the first month's rental is adjusted, the rental sum of [AMOUNT] has been received by Owner for the period of [DATE] to [DATE]. The Tenant further agrees if monthly rent is not received on the first (1st) of the month, the Tenant will pay a fee of [AMOUNT] of rent to help defray the cost of collection. [AMOUNT] has been deposited as additional security by Tenant, which will become part of the total security for all agreements.

THIS PARKING SPACE AND/OR STORAGE ROOM IS SUBJECT TO THE COVENANTS AND OBLIGATIONS PROVIDED IN THE RENT AGREEMENT, ADDENDUM RELATING TO RENT, AND RULES AND REGULATIONS, ALL AS IF THIS ADDENDUM WAS INCLUDED THEREIN.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AGREEMENT FOR PERMISSION TO SUBLET

This is an Agreement for Permission to Sublet (the "Agreement") effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is in regards with the premises of Landlord located at [address of premises] and leased to Tenant under a lease dated [enter date of lease], the term of which is to expire [enter date of lease expiration].

Now, therefore, it is agreed as follows:

1. PERMISSION TO SUBLET

- A. Permission is hereby granted to Tenant to sublease the premises described above for a term of [lease term] beginning [date lease is beginning] and ending [date lease is ending].
- B. Any and all subtenants shall be required to conform to all obligations and covenants of the Tenant as set forth in the above-described lease, all provisions of said lease remaining in full force and effect for the entire term of the sublease.
- C. Any and all adult subtenants shall be required to complete the Landlord's standard rental application and must meet the usual character, employment and credit requirements for tenancy.

2. ATTORNEY'S FEES

In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

3. NOT A RELEASE TO LEASE

This permission to sublease in no way releases the above-named Tenant from any obligation, responsibility or duty of a Tenant as set forth in the above-described lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

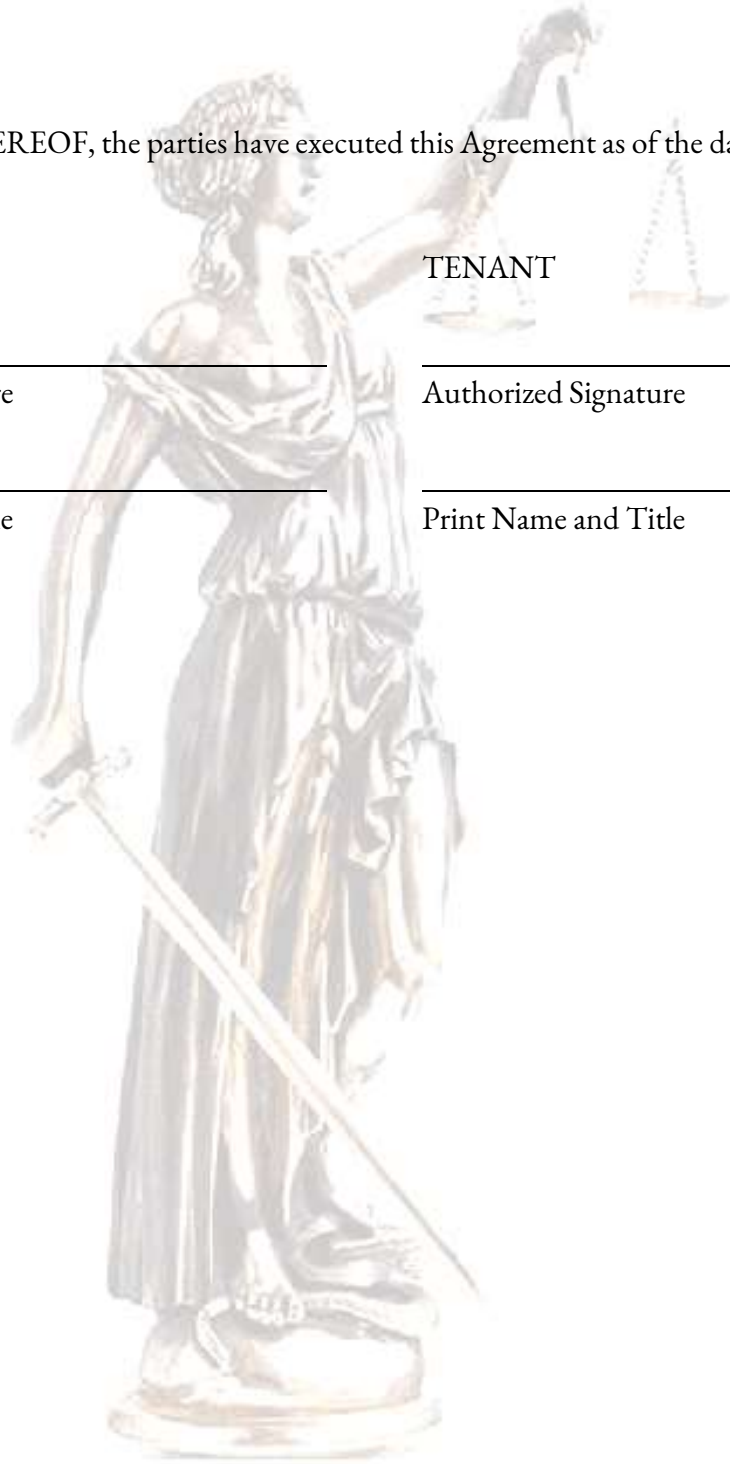
TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AGREEMENT TO LEASE

This is an Agreement to Lease (the "Agreement") effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

It is agreed that:

1. Lessor does hereby agree to grant, demise and let and Lessee does hereby agree to take premises situated in [CITY, STATE/PROVINCE] at [ADDRESS] and described as [DESCRIBE] with appurtenances, from Start Date [DATE] to Ending Date [DATE], at the rent or sum of [AMOUNT], to be paid as follows:

[ENTER LEASE TERMS]

2. The parties here shall execute the lease herein provided for on [DATE].
3. The Lessor shall [Enter any utilities and/or maintenance paid by Lessor].
4. The Lessee shall [Enter any utilities and/or maintenance paid by Lessee].
5. In the event that the Lease herein provided for shall be executed, then and in such case the Lessor shall give, and the Lessee shall take possession of said premises on [DATE OF POSSESSION] and the rent shall commence and be payable from said last mentioned date.
6. In the event either party hereto shall neglect, refuse or in any way fail to execute the Lease herein provided or at said time and place, then the party in default shall pay to the other party the sum of [AMOUNT] as liquidated damages and not as a penalty.

7. The Lease shall contain the following provisions [Enter PROVISIONS].

8. These presents shall operate only as an agreement to lease, and not as a lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

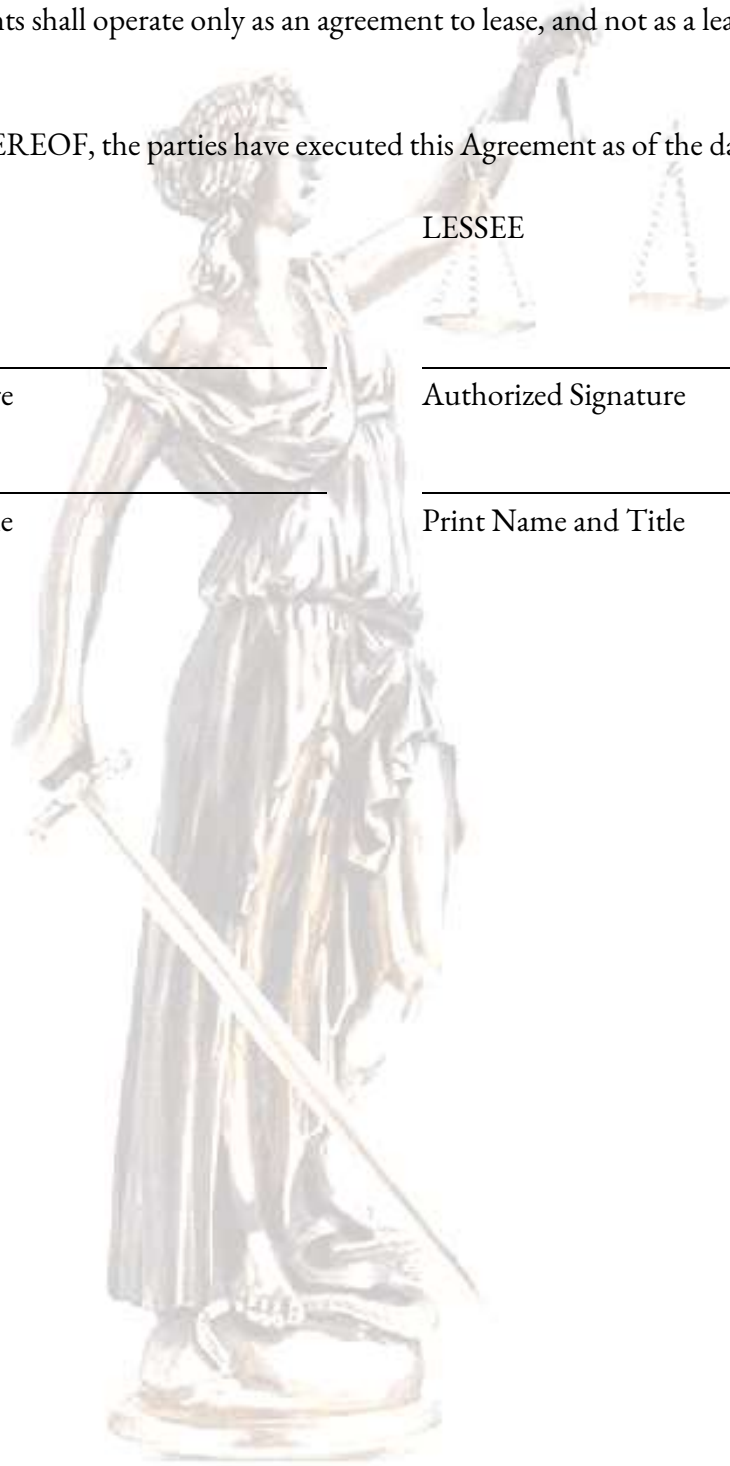
LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AGREEMENT TO RESCIND CONTRACT OF SALE

This Agreement to Rescind Contract of Sale (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASER NAME] (the "Purchaser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. The contract of sale of real property located in [city], [state/province], and described as:

[set forth legal description], which contract was executed on [date] by the undersigned as seller and purchaser, respectively, is hereby by mutual agreement of the parties, rescinded and terminated.

2. Seller waives and releases all right and claim against purchaser, and purchaser waives and releases all right against seller and all right, title, and interest in the described real property.
3. The deposit previously made by purchaser shall be [returned in its entirety to purchaser or retained by seller or as the case may be].
4. The escrow costs and charges incurred to date shall be [borne and paid equally by the parties or as the case may be].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Executed in duplicate at [designate place of execution].

SELLER

PURCHASER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AMENDMENT TO LEASE

This Amendment to that certain Lease dated [DATE] (the "Amendment") is made and effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, the parties wish to amend certain terms of the Lease; and

WHEREAS, certain capitalized terms not otherwise defined herein are defined in the Lease;

THEREFORE, the parties agree as follows:

1. Rent Change

Section [NUMBER] of the Lease is hereby amended to provide monthly rent, effective as of [DATE], shall be [AMOUNT].

2. Other Changes

The Lease is hereby amended in the following additional manner:

[DESCRIBE]

3. Entire Agreement

This Amendment, together with the Lease, constitutes the final, complete and exclusive statement of the agreement between the parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the parties.

4. Modification

This Amendment may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, modification or amendment of this Amendment shall be binding unless it is in writing and signed by both parties.

5. Inconsistency

In the event of any conflict between this Amendment and the Lease, the terms of this Amendment shall govern.

6. Lease Continuance

Except with respect to the changes effected by this Amendment, the Lease continues to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

APPLICATION FOR ZONING VARIANCE

This Application for Zoning Variance (the "Agreement") is made and effective [DATE],

BETWEEN: [Board of Zoning or Board of Adjustment] (the "Board"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [APPLICANT NAME] (the "Applicant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. Statement of Ownership and Interest

- a. The Applicant is the owner of property situated at [address].
- b. The legal description of the property is as follows: [DESCRIBE].
- c. The applicant(s) acquired the above-described property on [date].

2. Request

The Applicant requests the following variance(s):

- a. Section(s) of Zoning Ordinance concerned: [IDENTIFY].
- b. Description and purpose of use restriction(s) sought to be varied: [for example: Reduction in front set-back requirements from 40 feet to 30 feet].
- c. Statement of variance sought: [for example: To obtain a waiver of the uses permitted in residential zone R-1 by permitting three-family occupancy of the subject property].

3. Reasons for Request

- a. The strict application of the above-referenced provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardship inconsistent with the general purpose and intent of the Zoning Ordinance of the City of [CITY].

- b. The exceptional or extraordinary circumstances or conditions applying to the property involved or intended use of the property involved or intended development of the property involved that do not apply generally to other properties or uses in the same zoning district or neighborhood are [specify].
- c. The granting of the variance(s) sought will not be a substantial detriment to the public interest or to the property or improvements in the zoning district concerned, and will not materially impair the purpose of the Zoning Ordinance of the City of [CITY] because [specify].
- d. Section of Zoning Ordinance proposed for amendment: [IDENTIFY].
- e. Proposed amendatory wording: [DESCRIBE].
- f. Circumstances or changed conditions that justify the proposed amendment: [DESCRIBE].
- g. The proposed amendment will clarify or improve the ordinance for the following reason(s): [DESCRIBE].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BOARD

APPLICANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT OF LEASE

This Assignment of Lease (the "Agreement") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. Assignor, as lessee, has executed that certain Lease, dated [DATE] (the "Lease"), covering those certain premises and related improvements described on Exhibit A attached hereto (the "Premises").
- B. Assignor desires to assign its rights as lessee in the Lease to Assignee, and Assignee desires to accept the assignment of the Lease and to assume the obligations of Assignor under the Lease, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption of Lease

Subject to the provisions of this Agreement, Assignor does hereby assign, transfer, set over and deliver to Assignee all of its right, title and interest in and to the Lease, and by accepting this assignment and by the execution of this Agreement, Assignee hereby assumes the payment and performance of, and agrees to pay, perform and discharge, as a direct obligation of Assignee, all of Assignor's duties and other obligations under the terms, covenants and conditions of the Lease, including, without limitation, the payment of rent and compliance with all terms, covenants and conditions of the Lease. Except as otherwise expressly provided in this Agreement, all the terms, covenants and conditions of the Lease remain in full force and effect as applied to Assignee.

2. Restrictions

The assignment of the Lease is made subject, subordinate and inferior to any easements, covenants and other matters and exceptions of record or apparent as of the date of this Agreement.

3. Security Deposit

Upon the execution of this Agreement, Assignee shall pay to Assignor [AMOUNT], which is the amount of the security deposit held by the lessor pursuant to the Lease.

4. CONDITIONS OF THE PREMISES

“AS IS” ASSIGNEE ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT, EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, ASSIGNOR IS ASSIGNING THE LEASE AND DELIVERING THE PREMISES “AS IS, WHERE IS” AND IN ITS PRESENT CONDITION WITH ALL FAULTS, AND THAT ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE STATUS, NATURE, QUALITY OR CONDITION OF THE LEASE OR THE LEASED PREMISES.

5. Indemnification

Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any and all costs, liabilities, losses, damages, expenses, liens or claims (including, without limitation, reasonable attorneys’ fees and costs) arising out of or relating in any way to the Lease except to the extent they arise from any failure by Assignor to perform its duties or other obligations under the terms, covenants and conditions of the Lease prior to the Effective Date.

Assignee further agrees to protect, indemnify and hold harmless Assignor and its officers, employees, representatives, agents, fiduciaries, attorneys, directors, shareholders, insurers, predecessors, parents, affiliates, benefit plans, successors, heirs and assigns from and against any and all costs, liabilities, losses, damages, expenses, liens or claims (including, without limitation, reasonable attorneys’ fees and costs) directly or indirectly arising out of or attributable to the acts or omissions of Assignee or its agents, contractors, servants or employees with respect to Premises or any activities thereon. This indemnity shall survive the termination of the Lease and this Agreement.

6. RELATIONSHIP OF THE PARTIES

The relationship of the parties hereto is solely that of Assignor and Assignee with respect to the Premises and no joint venture or other partnership exists between the parties hereto. Neither party has any fiduciary relationship hereunder to the other.

7. Notice

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to addresses contained in this Agreement or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

8. Entire Agreement

This Agreement constitutes the entire agreement of the parties pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether written or oral. The parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Agreement. As between Assignor and Assignee, in the event of any conflict or discrepancy between the Lease and this Agreement, the provisions of this Agreement shall control.

9. Interpretation; Amendment

In interpreting the language of this Agreement, all parties to this Agreement shall be treated as having drafted this Agreement after meaningful negotiations. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party. This Agreement may be modified only by a writing signed by each party.

10. Attorneys' Fees

If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, and an action is filed, the prevailing party in any such action shall be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such incurred in connection with any appeal.

11. Counterparts

This Agreement may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on the all parties hereto, even though all parties are not signatory to the same counterpart.

12. Binding Effect

This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

13. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

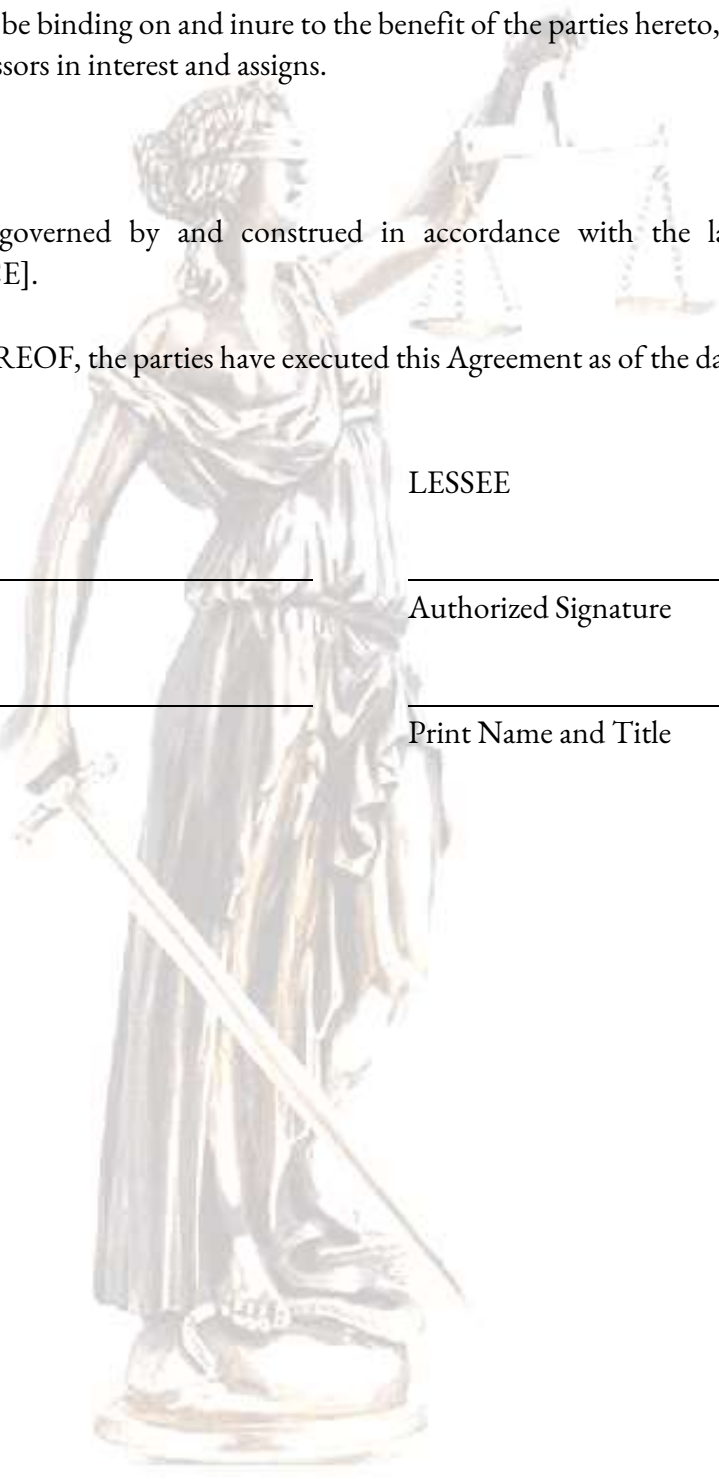


EXHIBIT A

[DESCRIPTION OF PREMISES]



BUYER'S PROPERTY INSPECTION REPORT

	Satisfactory	To Change	Estimated Cost
Grounds			
Landscaping			
Sewers or Septic Tank			
Sprinklers			
Other			
Building			
Roof			
Chimney			
Foundation			
Wood Exteriors			
Other			
Heating & Air Conditioning Systems			
Furnace			
Air Conditioning			
Water Heater			
Other			
Built-In Appliances & Equipment			
Alarm System			
Ovens			
Burners			
Disposal			
Smoke Detectors			
Intercom			
Phone Connections			
Other			
Electrical Systems			
Interior Lighting			
Exterior Lighting			
Other			
Plumbing			
Bathrooms			
Kitchen			
Laundry			
Other			
Glass			
Windows			
Glass Doors			

Other			
TOTAL			



CHECKLIST FOR OFFICE LEASES

Nature and duration of the lease

- Determine the term of the lease, and when the lessee is entitled to possession.
- Is the lease to be a net lease?
- What are the duties of the lessor?

Competition

- Are the restrictions reasonable?
- What rights does the lessee have in the event the lessor violates any restrictive covenant, thereby reducing the value of the lease to the lessee?

Space

- What is the rentable and usable square footage?
- Is rent based on usable or rentable square footage?
- Verify square footage number provided by the landlord.

Permitted Uses of the Premises

- What uses of the premises are permitted?
- Is the permitted use clause broad enough for possible changes in the business?
- Is the permitted use clause broad enough for potential assignments or subleases?
- Can the use clause be drafted to include “any lawful purposes”?
- Can uses be changed with landlord’s consent, which consent can’t be unreasonably withheld or delayed?

Primary lease term

- What is the commencement date of the lease?
- What happens if the space is not ready on the commencement date? Is there rent abatement, monetary damages, right to cancel the lease, or other remedies specified?
- What is the termination date?
- Does the landlord have the right to terminate early without cause?
- Does the tenant have the right to terminate early by payment of a fee?

Rentals

- What is the base rent for the primary term?
- Are there escalation clauses?
- Determine whether the escalation is keyed to actual increases in operating
- Are there cost of living increases?
- Is there a cap on any rent increases?
- Is there a reasonable grace period and written notice before a late charge is imposed?

Common area maintenance and Operating costs

- What does the tenant have to contribute for common area maintenance, ventilating, heating, air conditioning, and other building operation costs?
- Is there a cap?
- Can the amount be increased each year?
- Real estate taxes and other impositions:
 - Does the tenant have to pay a portion of the real estate taxes?
 - What increases over base year are allowed?
 - Is there a cap on tax increases?
 - Does the tenant have to pay increased taxes that may occur on sale of the building?
 - Are there any special provisions or exceptions on the payment of these expenses?
 - When is payment due?
 - What detailed reports does the landlord have to provide the tenant showing the actual expenses?
 - What audit rights does the tenant have to review the landlord's books and records?
 - Are there provisions made for weekend and holiday service? What are the charges?
 - Does the tenant have a remedy for service interruption?

Tenant Improvements

- What tenant improvements will be necessary?

- What is the cost?
- How much time will it take to complete the tenant improvements?
- Will the landlord contribute to the cost for the tenant improvements?
- What approvals will be necessary?
- What permits will be necessary?
- Does the landlord or the tenant own any improvements?

Repairs and replacements

- What responsibility does the tenant have for repairs or replacements?
- What responsibility does the landlord have for repairs or replacements?
- At the end of the tenancy, is tenant's obligation to return the premises in same condition at the beginning of tenancy, excluding (1) ordinary wear and tear, (2) damage by fire and other unavoidable casualty, and (3) alterations previously approved by landlord?

Utilities

- Direct supply or individually metered?
- Method of computing payment?

1.

Assignment and subletting

- Is the landlord's written approval required?
- What standard is there for approval? absolute discretion? reasonable approval?
- Does the landlord have the right to cancel lease if notified by assignment of sublease?
- If the assignment or sublet is at a higher price than the base rent, who keeps the excess?
- Can the lease be assigned to affiliates of the tenant without landlord approval?
- Can the landlord terminate the lease if the stock ownership of the tenant changes?

Subordination and attornment

- All present or future mortgages?
- Execution of estoppel certificates required?
- Tenant agrees to attorn to landlord's successor in interest?

Destruction

- Is there a right of cancellation for the tenant in the event of destruction?
- What obligation does the landlord have to rebuild?
- Does the tenant share in any proceeds from insurance?

Indemnity and Disclaimer

- Indemnity mutual or tenant only?
- Waiver of claims mutual or tenant only?
- Waiver of subrogation?
- Landlord liability limited to interest in property?

Default

- Does the tenant have a cure period after notice of a breach?
- What remedies are available for breach?

2.
3.

Landlord's warranties

- First class services?
- Security building?
- Ownership of building?

4.

Option to renew

- Does the tenant have the option to renew the lease?
- How long is the renewal option?
- How far in advance must the option be exercised?
- How is rent determined for the renewal period?

Right of first refusal or first offer for additional space

- What is the scope of any right of first offer or first refusal?
- How is rent determined?
- How long does the tenant have before exercising the right?

Security deposit

- What is the amount? Can it be a letter of credit?
- Is there interest on the security deposit?
- Does the lease provide for the return of the tenant's security deposit within a set number of days after termination of the lease?

Guaranty

- Is a personal guarantee required?
- When does the guarantee terminate?

Mortgages

Can any mortgages adversely affect the tenant's rights if foreclosed upon?

Free rent

- Will the landlord grant a free rent period?
- When does it have to be returned (e.g., on breach of lease)?

Compliance With Law

- Does landlord warrant that the premises are in compliance with applicable law?
- If tenant is obligated to comply with applicable law, does it exclude matters that should more properly be the responsibility of the landlord (e.g., asbestos problems, disability access)?
- Is landlord obligated to comply with all laws applicable to its control of the building?

Insurance

- What insurance is the tenant required to maintain?
- What insurance is the landlord required to maintain?
- Has the tenant's insurance agent reviewed the insurance requirements in the lease?

Rules and Regulations for the Building

- Are there specific rules and regulations in existence?
- Can the rules be changed without approval of tenant?
- Is the landlord required to enforce the rules and regulations against other tenants?
- Are there any rules that interfere with the expected operations of the tenant?

Rights of Entry

- Except of emergencies, what notice must landlord give for entry into tenant's premises?
- Are there any restrictions on landlord interfering with tenant's business in showing the premises to buyers, lenders or prospective tenants?

Signage

What signage is the tenant allowed to put in or about the building and premises?

Parking

- How many parking spaces will be available to the tenant? At what cost?

Subletting

- Is the lessee entitled to sublease the property or to assign the lease?
- What is required before the lessee may sublease?

Work letter

Space is rarely taken by tenants in "as is" condition, whether the building is new or old. The fitting out of the premises to mutually agreed specifications is accomplished by a work letter – a contract between

the landlord and tenant describing what is to be built, who pays for it and how, what the schedule for completion is, who is responsible for delays and cost overrun and more.

Zoning

- What zoning applies to the building, and is lessee's intended use permitted?
- Are there covenants or restrictions on the property? Easements?
- How about easements the lessee must have on adjacent property in order to fully utilize the leased property?



CHECKLIST FOR REAL ESTATE CONTRACT CLAUSES

This Checklist addresses some of the most common issues that occur when a real estate agreement is being negotiated. After reviewing it, you should be in good position to understand what to look for in any real estate contract. Of course, before signing any legal document, make sure that you have your attorney review it.

PURCHASER FINANCING CONDITIONS

This agreement is conditional in favor of the purchaser on the purchaser arranging adequate financing to complete the purchase on acceptable terms to the purchaser.

This agreement is conditional on the purchaser notifying the vendor in writing within [NUMBER] days of the date of this agreement that the purchaser has arranged adequate financing to complete the purchase on acceptable terms to the purchaser; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

PURCHASER INSPECTION CONDITION

This agreement is conditional on the purchaser notifying the vendor in writing within [NUMBER] days of the date of this agreement that the purchaser has obtain an inspection report satisfactory to the purchaser from a person chosen by the purchaser as to the condition of the building(s) on the subject property; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

PURCHASER HOME SALE CONDITION

This agreement is conditional on the purchaser notifying the vendor in writing within [NUMBER] days of the date of this agreement that the purchaser has entered into a binding agreement for the sale of the purchaser's property at [ADDRESS]; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction. While the agreement is subject to this condition, the vendor may continue to advertise the subject property for

sale and may require the purchaser by notice in writing to deliver a written waiver of this condition to the vendor within two days of the date of receipt of the notice; failing such delivery, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

UNSPECIFIED PURCHASER CONDITION

This agreement is conditional on the purchaser notifying the vendor in writing within [NUMBER] days of the date of this agreement that [DESCRIBE CONDITION TO BE FULFILLED]; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.



VENDOR HOME PURCHASE CONDITION

This agreement is conditional on the vendor notifying the purchaser in writing within [NUMBER] days of the date of this agreement that the vendor has entered into a binding agreement to purchase another home; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

UNSPECIFIED VENDOR CONDITION

This agreement is conditional on the vendor notifying the purchaser in writing within [NUMBER] days of the date of this agreement that [DESCRIBE CONDITION TO BE FULFILLED]; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

VENDOR MORTGAGE TAKE-BACK

The vendor agrees to take a [first, second, etc.] mortgage back as part of the purchase price payable on closing in the principal amount of [AMOUNT] accruing interest at the rate of [%] per annum, calculated semi-annually not in advance and amortized over [NUMBER] years for an actual term of [NUMBER] years, repayable in blended monthly payments of principal and interest of [AMOUNT]. The mortgage back shall be prepayable in full or in part at any time or from time to time without penalty or bonus.

VENDOR SURVEY

The vendor shall supply the purchaser with an up-to-date survey of the subject property, showing its lot lines in relation to neighboring properties and the location of any buildings and other structures on the subject property in relation to the lot lines, prepared by a qualified land surveyor and acceptable to the purchaser's mortgagee, within a reasonable time before closing.

NON-MERGING OUTSTANDING WORK COVENANTS

The vendor agrees to perform the work detailed in Schedule A before closing. This covenant is a condition of closing in favor of the purchaser but, at the option of the purchaser, also operates as a non-merging warranty surviving closing entitling the purchaser to sue the vendor for damages for breach of contract.

EXTENSION OPTION

The [VENDOR/PURCHASER] has the option, exercisable by notice in writing to the [PURCHASER/VENDOR] at least five clear days before the originally scheduled closing date of this transaction, of extending the closing date by no more than [NUMBER] days.



CONSENT BY LESSOR TO: ASSIGNMENT OF LEASE

This Consent by Lessor to Assignment of Lease (the "Consent") effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. Assignor, as lessee, and Lessor have executed that certain Lease, dated [DATE] (the "Lease"), covering those certain premises and related improvements described on Exhibit A attached hereto (the "Premises").
- B. Assignor desires to assign its rights as lessee in the Lease to Assignee and Assignee desires to accept the assignment of the Lease and to assume the obligations of Assignor under the Lease, and Lessor is willing to consent to such assignment and assumption on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the payment by Assignor of [AMOUNT], payable on or before [DATE], the parties hereby agrees as follows:

1. Consent to Assignment

Lessor hereby consents to the assignment of the Lease to Assignee on the terms and conditions of the Assignment of Lease of even date herewith delivered to Lessor. Lessor's consent to the assignment of the Lease to Assignee shall not be deemed to be a consent to any other or subsequent assignment.

2. Release

Lessor, on behalf of itself and its representatives, agents, heirs and assigns, release and discharge Assignor, Assignor's former, current or future officers, employees, representatives, agents, fiduciaries, attorneys, directors, shareholders, insurers, predecessors, parents, affiliates, benefit plans, successors, heirs, and assigns from any and all claims, liabilities or obligations of every kind and nature, whether now known or unknown, suspected or unsuspected, which Lessor ever had or now have against any of them. The released claims include without limitation any claims arising out of or related to the Lease and/or any of the conditions, events, transactions or series of transactions related thereto. The released claims also specifically include all claims arising under any federal, state or local law or statute; the law of contract and tort; and any claim for attorneys' fees.

3. Waiver of Unknown Claims

Lessor acknowledges that there may exist claims or facts in addition to or different from those which are now known or believed by it to exist and represent that, by means of the release set forth in Article 2 above, it is nonetheless their intention to fully settle and release all such claims, whether known or unknown.

Lessor agrees never to commence or prosecute any action against Assignor or any of the other parties identified in Article 2 above based in whole or in part upon any of the claims described in Article 2 above.

4. Entire Agreement

This Consent constitutes the entire agreement of Lessor and Assignor pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether written or oral. The parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Consent. Parol evidence will be inadmissible to show agreement by and among the parties to any term or condition contrary to or in addition to the terms and conditions contained in this Consent.

5. Interpretation; Amendment

In interpreting the language of this Consent, the Lessor and Assignor shall be treated as having drafted this Consent after meaningful negotiations. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party. This Consent may be modified only by a writing signed by Lessor and Assignor.

6. Attorneys' Fees

If any party hereto fails to perform any of its obligations under this Consent or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Consent, and an action is filed, the prevailing party in any such action shall be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such incurred in connection with any appeal.

7. Counterparts

This Consent may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on the all parties hereto, even though all parties are not signatory to the same counterpart.

8. Binding Effect

This Consent shall be binding on Lessor, and inure to the benefit of Assignor and its respective heirs, executors, administrators, successors in interest and assigns.

9. Governing Law

This Consent is governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EXHIBIT A

[DESCRIPTION OF PREMISES]

CONSENT BY LESSOR TO SUBLEASE

This Consent by Landlord to Sublease (the "Consent") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. Tenant, as Tenant under the Lease, and Landlord have executed that certain Lease dated [DATE] (the "Master Lease"), covering those certain premises and related improvements described in the attached Exhibit "A" (the "Premises").
- B. Tenant desires to sublease [all] [a portion] of the Premises to [NAME] ("Subtenant") and Subtenant desires to accept a sublease in the form attached as Exhibit "B" (the "Sublease"). Landlord is willing to consent to the Sublease on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the payment by Tenant of [AMOUNT], payable on or before [DATE] to Landlord, the parties agree as follows:

1. Consent to Sublease

Landlord hereby consents to the Sublease and the transactions contemplated thereby. Landlord's consent to the Sublease shall not be deemed to be a consent to (i) any further or other subleasing of the Subleased Premises, (ii) any subleasing of any other portion of the Premises, or (iii) the subleasing of any portion of the Premises to any other subtenant or on any other or different terms than those stated in the Sublease. Tenant shall provide Landlord with a fully-executed copy of the Sublease promptly after execution.

2. Continuing Liability

Tenant acknowledges that (i) Tenant shall remain primarily liable for, and shall not be released from, the full and faithful performance of all terms and conditions of the Master Lease, notwithstanding the existence of (and Landlord's consent to) the Sublease, or any breach committed by Subtenant under the Sublease, and (ii) Landlord shall be entitled to pursue all remedies available in the event of Tenant's breach of the Master Lease, without regard to the performance or nonperformance of the terms of the Sublease by Subtenant.

3. Monthly Basic Rent

Landlord and Tenant acknowledge and agree that the Monthly Basic Rent due from Subtenant under the Sublease [AMOUNT] does not exceed the Monthly Basic Rent due from Tenant under the Master Lease.

4. Entire Agreement

This Consent constitutes the entire agreement of Landlord and Tenant pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether oral or written. The Parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Consent.

5. Interpretation; Amendment

In interpreting the language of this Consent, Landlord and Tenant shall be treated as having drafted this Consent after meaningful negotiations. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either Party. This Consent may be modified only by a writing signed by Landlord and Tenant.

6. Attorneys' Fees

If any Party hereto fails to perform any of its obligations under this Consent or if a dispute arises between the Parties hereto concerning the meaning or interpretation of any provisions of this Consent, and an action is filed, the prevailing party in any such action shall be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such fees and disbursements incurred in connection with any appeal.

7. Counterparts

This Consent may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on all parties hereto.

8. Binding Effect

This Consent shall be binding on Landlord, and inure to the benefit of Tenant and its respective heirs, executors, administrators, successors in interest and assigns.

9. Governing Law

This Consent is governed by and construed in accordance with the laws of the State of [STAE/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written above.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A
THE PREMISES

EXHIBIT B

THE SUBLEASE



CONTRACT OF SALE OF COMMERCIAL PROPERTY

This Contract of Sale of Commercial Property (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASER NAME] (the "Purchaser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

In consideration of the covenants and agreements of the respective parties, as set forth below, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and take from Seller, the real property situated in [city], [state], and particularly described as follows:

[set forth legal description]

together with all improvements on the property and appurtenances to it, and the articles of equipment and other personal property listed in Exhibit A, which is attached and incorporated by reference. The real and personal property described above is referred to as property.

Transfer to Purchaser shall include all right, title, and interest of Seller in and to all streets, alleys, roads, and avenues adjoining the real property, and shall further include any award for damaging or taking by eminent domain by public or quasi-public authority, of the real property or any part of it.

1. PRICE

The purchase price for property is [AMOUNT], payable as follows:

[describe terms].

2. TITLE; TENANCIES

- A. Conveyance of title to property shall be by warranty deed with full covenants, executed by Seller [if appropriate, add: accompanied by a duly certified resolution of the board of directors of Seller, authorizing the conveyance], to Purchaser or Purchaser's nominees. Title to be conveyed shall be good and marketable, subject only to [specify acceptable liens, encumbrances, restrictions, easements and other burdens].
- B. Property is presently occupied by [number] tenants under month-to-month tenancies or leases, as set forth in Exhibit B, which is attached and made a part of this agreement. Transfer of title and possession to property shall be subject to those tenancies, but all right, title and interest of Seller in property shall be transferred to Purchaser or its nominees at the time of conveyance of title.
- C. Conveyance of title shall be made and sale closed within [number] days after the date of this agreement. Title shall be evidenced by a standard form title insurance policy issued by [name of title company], insuring title to property to be in Purchaser or its nominees, subject only to the matters set forth in this agreement

3. ASSESSMENTS

If, at the time of transfer of title, property or any part of property is subject to an assessment or assessments payable in installments, all such installments not due or delinquent at the time of transfer shall nevertheless be deemed to be due and payable at such time and as liens on the real property described above, and all such assessments shall be paid and discharged by Seller.

4. ESCROW; PRO-RATION

- A. Escrow shall be opened with [name of escrow company]. Such instructions as the escrow company may require, not inconsistent with the provisions of this agreement, shall be signed and filed by the parties.
- B. The following items shall be prorated as of the close of escrow: rentals, real estate taxes due but not delinquent, prepaid insurance premiums [add other items, as appropriate].

- C. Escrow shall close when the escrow company is in a position to record all documents required under this agreement, make all disbursements, and [issue or secure] a title insurance policy.

5. RISK OF LOSS; MAINTENANCE; TRANSFER OF POSSESSION

- A. Risk of loss or damage by fire or other casualty to property or any part of property prior to close of escrow shall be the risk of Seller. In the event of such loss or damage prior to closing, this agreement shall not be affected but Seller shall assign to Purchaser all rights under any insurance policy or policies applicable to the loss. If action is necessary to recover under any casualty policy, Seller shall grant permission to bring the action in Seller's name.
- B. Improvements and personal property described above shall be maintained in their present condition prior to the close of escrow by Seller, wear from normal and reasonable use and deterioration excepted.
- C. Possession of property, subject to the leases and tenancies referred to above, shall be transferred at close of escrow.

6. COMMERCIAL ZONING

Seller warrants that property is zoned for commercial purposes and that all existing uses are lawful and within such zoning. Purchaser plans the use of property for [describe purposes]. Purchaser intends to apply for a [building permit or as the case may be] for such additional use, and for appropriate amendments to the existing zoning plan for the area in which property is located. Seller will cooperate fully with Purchaser with respect to the contemplated plans. If Purchaser is unable to proceed with the described project because of any adverse decision of [city], or any board, commission, or officer of [city], Purchaser shall [state agreed remedy, such as: remit [AMOUNT] of the purchase price by crediting that amount on the purchase-money mortgage to be executed by Purchaser in favor of Seller].

7. BROKER'S COMMISSION

A commission of [AMOUNT] has become due from Seller to [name of broker] by reason of the sale provided for in this agreement. That amount shall be paid to broker at close of escrow directly, from cash payable on close to Seller.

8. SURVEY

Within [NUMBER] days after the date of acceptance of this contract, the Seller will provide and deliver to Buyer or Buyer's Attorney, a new spotted certified survey having all corners staked and showing all improvements upon the Property.

9. EXAMINATION OF TITLE AND TIME OF CLOSING

If the title evidence and survey as specified above disclose that Seller is vested with fee simple title to the Property (subject only to the permitted exceptions set forth above acceptable to Buyer), this sale shall be closed and Buyer shall perform the agreements made in this contract, at the office of Buyer's Attorney, on or before [NUMBER] days after acceptance of this contract. If title evidence or survey reveal any defect or condition which is not acceptable to Buyer, the Buyer shall, within [NUMBER] days, notify the Seller of such title defects and Seller agrees to use reasonable efforts to remedy such defects and shall have [NUMBER] days to do so, in which case this sale shall be closed within [NUMBER] days after delivery of acceptable evidence to Buyer and Buyer's Attorney that such defects have been cured. Seller agrees to pay for and clear all delinquent taxes, liens, and other encumbrances, unless the parties otherwise agree. If Seller is unable to convey to Buyer a good and insurable title to the Property, the Buyer shall have the right to demand all sums deposited by Buyer and held by or for the Seller. At the same time, Buyer shall return to Seller all items, if any, received from Seller, whereupon all rights and liabilities of the parties to this contract shall cease. However, the Buyer shall have the right to accept such title as Seller may be able to convey and to close this sale upon the other terms as set forth in this contract.

10. DEFAULT BY BUYER

If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the initial deposit, it is being agreed that this is Seller's exclusive remedy.

11. DEFAULT BY SELLER

If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, or the Buyer may bring suit against Seller for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.

12. ATTORNEY FEES AND COSTS

If any litigation is instituted with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to, reasonable attorney's fees and court costs.

13. CONDITION OF THE PROPERTY

Seller agrees to deliver the Property to Buyer in its present condition, ordinary wear and tear excepted, and further certifies and represents that Seller knows of no latent defect in the Property. All heating, cooling, plumbing, electrical, sanitary systems, and appliances shall be in good working order at the time of closing. Seller represents and warrants that the personal property conveyed with the premises shall be the same property inspected by Buyer and that no substitutions will be made without the Buyer's written consent. Buyer may also inspect or cause to be inspected the foundation, roof supports, or structural member of all improvements located upon the Property. If any such system, appliance, roof, foundation, or structural member shall be found defective, Buyer shall notify Seller at or before closing and Seller shall thereupon remedy the defect forthwith at its sole expense (in which case the time for closing shall be reasonably extended as necessary). If the costs of such repairs shall exceed [%] of the total purchase price, Seller may elect not to make such repairs and the Buyer may elect to take the Property in such defective condition and deduct [%] from the purchase price or Buyer may, at his/her option, elect to terminate this contract and receive the full refund of all deposits and other sums tendered hereunder. In addition, Seller agrees to remove all debris from the Property by date of possession.

14. OCCUPANCY

Seller shall deliver possession to Buyer no later than the closing date unless otherwise stated herein. Seller represents that there are no persons occupying the Property. Seller agrees to provide true and accurate copies of all written leases to Buyer within [NUMBER] days after the date of acceptance of this contract. Said leases are subject to Buyer's approval. Seller shall provide such letters notifying tenants to pay rent to the buyer after closing as Buyer may reasonably request. Seller warrants that any rent rolls and other income and expense data provided to Buyer are complete and accurate, all of which must be acceptable to Buyer.

15. NOTICES

Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery or by certified mail - return receipt requested. Such notice shall be effective upon delivery or mailing.

16. BINDING EFFECT OF AGREEMENT

This agreement and the covenants and agreements of it shall bind and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Unless the agreement otherwise requires, the covenants of this agreement shall survive the transfer of title.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. [Number] duplicate originals of the agreement have been signed.

SELLER

PURCHASER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A

IMPROVEMENTS, APPURTENANCES AND EQUIPMENT

ESCROW AGREEMENT

This Escrow Agreement (the "Agreement") is made and effective the [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ESCROW AGENT NAME] (the "Escrow Agent"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

Simultaneously with the making of this Agreement, Seller and Buyer have entered into a contract (the "Contract") by which Seller will sell to Buyer the following property:

[Description of Property being Sold]

1. DATE OF CLOSING

The closing will take place on [Date of Closing], at [Time of Closing] at the offices of [Name of the Office where Closing is taking place], located at [Address of the Office], or at such other time and place as Seller and Buyer may jointly designate in writing. Pursuant to the Contract, Buyer must deposit [Down Payment Amount] as a down payment to be held in escrow by the Escrow Agent.

2. PAYMENT TERMS

If the closing takes place under the Contract, Escrow Agent at the time of closing shall pay the amount deposited with Agent to Seller or in accordance with Seller's written instructions. Escrow Agent shall make simultaneous transfer of the said property to the Buyer. If no closing takes place under the Contract, Escrow Agent shall continue to hold the amount deposited until receipt of written authorization for its disposition signed by both Buyer and Seller. If there is any dispute as to whom Escrow Agent is to deliver the amount deposited, Escrow Agent shall hold the sum until the parties' rights are finally determined in an appropriate action or proceeding or until a court orders Escrow Agent to deposit the down payment with it. If Escrow Agent does not receive a proper written authorization from Seller and Buyer, or if an action or proceeding to determine Seller's and Buyer's rights is not begun or diligently prosecuted, Escrow Agent is under no obligation to bring an action or proceeding in court to deposit the sum held, but may continue to hold the deposit. Escrow Agent assumes no liability except that of a stockholder. Escrow Agent's duties are limited to those specifically set out in this Agreement. Escrow Agent shall incur no liability to anyone except for willful misconduct or gross negligence so long as the Escrow Agent acts in good faith. Seller and Buyer release Escrow Agent from any act done or omitted in good faith in the performance of Escrow Agent's duties.

3. ACKNOWLEDGMENT OF DOWN PAYMENT

The [Down Payment Amount] down payment referred to herein above has been paid by Buyer to Escrow Agent.

Escrow Agent acknowledges receipt of [Down Payment Dollar Amount] from Buyer by check [Check Number on Down Payment Check] subject to collection.

4. Special provisions

[Describe any Special Provisions]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER

BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ESCROW AGENT

Authorized Signature

Print Name and Title



EXCLUSIVE RIGHT TO SELL

This Exclusive Right to Sell (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For and in consideration of your services to be rendered in listing for sale and in undertaking to sell or find a purchaser for the property hereinafter described, the parties understand and agree that this is an exclusive listing to sell the real estate located at [ADDRESS], together with the following improvements and fixtures:

[DESCRIBE]

1. TERMS

The minimum selling price of the property shall be [AMOUNT], to be payable on the following terms:

[SPECIFY]

You are authorized to accept and hold a deposit in the amount of [AMOUNT] as a deposit and to apply such deposit on the purchase price.

If said property is sold, traded or in any other way disposed of either by us or by anyone else within the time specified in this listing, it is agreed to and understood that you shall receive from the sale or trade of said property as your commission percent (%) of the purchase price.

Should said property be sold or traded within [NUMBER] days after expiration of this listing agreement to a purchaser with whom you have been negotiating for the sale or trade of the property, the said commission shall be due and payable on demand.

We agree to furnish a certificate of title showing a good and merchantable title of record, and further agree to convey by good and sufficient warranty deed or guaranteed title on payment in full.

The listing contract shall continue until midnight of [DATE].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER

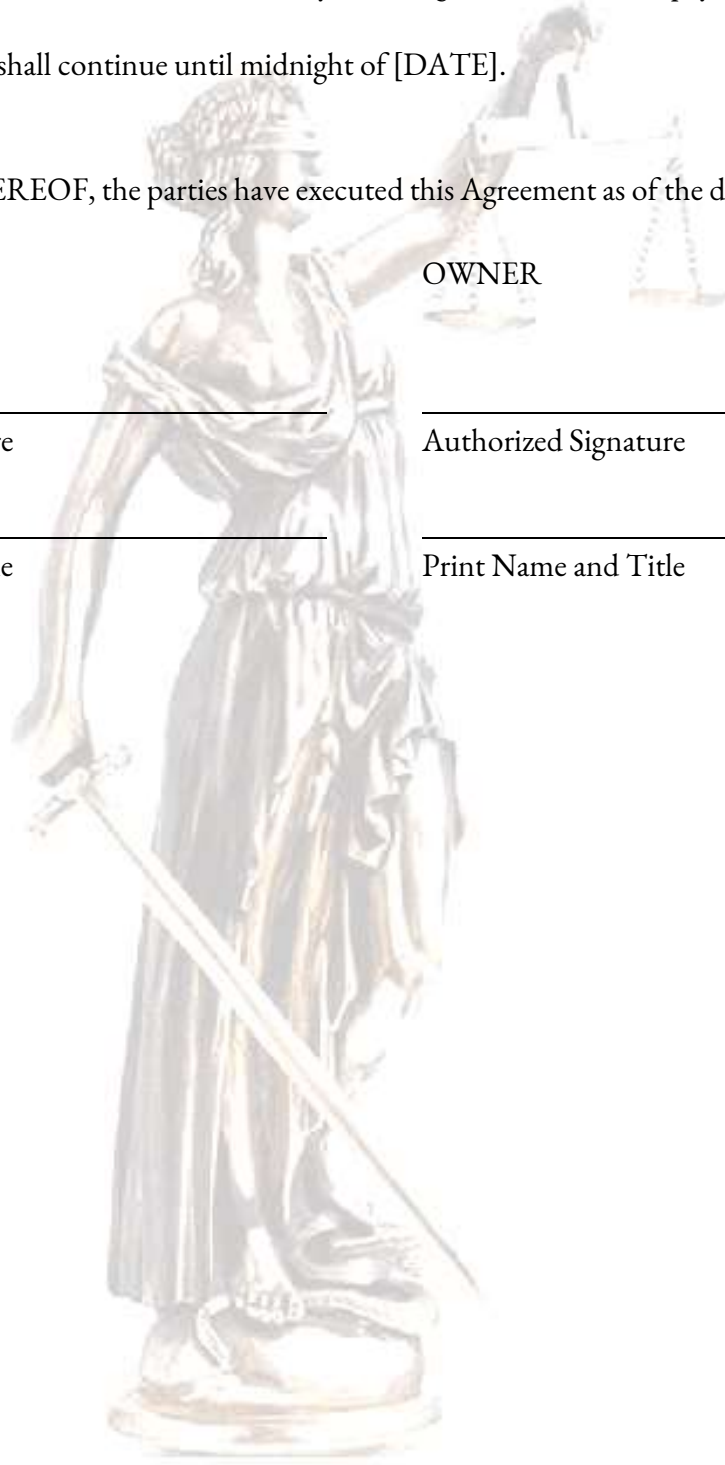
OWNER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RENEWAL OF LEASE

Dear [Contact name],

This is to notify you that we are exercising the option to renew our lease of [ADDRESS] for a further term of [NUMBER] years contained in [SECTION REFERENCE] of the lease.

Please advise us of the rent you propose to charge in the renewed term so that we can decide whether or not to submit the matter to arbitration in accordance with the provisions of [SECTION REFERENCE] of the lease.

Thank you for your cooperation.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

EXTENSION OF LEASE AGREEMENT

This Extension of Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is relative to a certain Lease Agreement for premises known as [DESCRIBE] located at [ADDRESS] and dated [DATE].

TERMS

1. For good consideration, Landlord and Tenant each agree to extend the term of said Lease for a period of [TIME PERIOD] commencing on [DATE], terminating on [DATE], with no further right of renewal or extension beyond said termination date.
2. During the extended term, Tenant shall pay Landlord rent of [AMOUNT] payable in advance.
3. It is further provided, however, that all other terms of the Lease shall continue during this extended term as if set forth herein.
4. This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



GUARANTY OF LEASE

This Guaranty of Lease (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [GUARANTOR NAME] (the "Guarantor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

Reference is made to that certain Lease herewith, dated [DATE], by and between Landlord and Tenant with respect to certain premises;

As a material inducement to, and in consideration of, Landlord entering into the Lease, Guarantor does hereby agree as follows:

1. GUARANTY

Guarantor do hereby unconditionally guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for, the payment of rent by Tenant for [NUMBER] months starting [DATE] through [DATE].

2. MODIFICATIONS AND AMENDMENTS

The Lease may be amended or modified, and further agreements may be entered into between Tenant and Landlord, without further authorization from or notice to Guarantor and no such action shall terminate, release, reduce, diminish or in any way affect any of the obligations of the Guarantor hereunder or give Guarantor recourse or defense against Landlord.

Landlord may alter, compromise, accelerate, extend or change the time or manner for the performance or payment of any obligation(s) of Tenant under the Lease, waive any default by Tenant, fail to assert any rights against Tenant, grant to Tenant any other indulgence or concession with respect to all or any

part of any of the obligations of Tenant under the Lease, release, substitute or add Guarantors and may generally deal with Tenant, or any indebtedness of Tenant to Landlord, as Landlord sees fit, and no such action and no change, impairment or suspension of any right or remedy of Landlord shall terminate, release, reduce, diminish or in any way affect any of the obligations of Guarantor hereunder or give Guarantor any recourse or defense against Landlord.

3. LIABILITIES

The amount of liability of Guarantor and all rights, power and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor, including any other guaranty executed by Guarantor relating to any indebtedness of Tenant to Landlord, shall be cumulative and not alternative and shall be deemed to include all rights, powers and remedies given to Landlord by law. This Guaranty is in addition to and exclusive of the guaranty of any other guarantor of any indebtedness of Tenant to Landlord.

4. OBLIGATIONS OF GUARANTOR

The obligations of Guarantor hereunder are independent of the Lease Obligation. In the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Tenant is joined therein or a separate action or actions is brought against Tenant. Landlord may maintain successive actions for other defaults. Landlord's rights hereunder shall not be exhausted by its exercise of any of its other rights or remedies or by any such action or by any number of successive actions until and unless all of the Lease Obligation hereby guaranteed has been fully performed and the period of time has expired during which any payment made by Tenant or Guarantor to Landlord may be determined to be a Preferential Payment.

5. SEVERABILITY

Each Guarantor shall be jointly and severally liable for, and agrees to pay to Landlord without demand, attorneys' fees in such amount as the Court determines is reasonable and all costs and other expenses which Landlord expends or incurs in enforcing, collecting or compromising the Lease Obligation hereby guaranteed or in enforcing or collecting upon this Guaranty against Guarantor the Lease Obligation hereby guaranteed whether or not suit is filed.

6. ENFORCEMENT

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective and enforceable.

7. NO WAIVER

No provision of this Guaranty or right of Landlord hereunder can be waived nor can Guarantor be released from his or her obligations hereunder except by a writing duly executed by Landlord.

8. REPRESENTATIONS AND WARRANTIES

Guarantor represents and warrants it is represented or has had full opportunity to be represented by independent legal counsel of its own choice in connection with this Guaranty, that it has personally reviewed this Guaranty, and that it fully has the requisite experience and sophistication to understand its terms and conditions and the consequences of the duties assumed and rights waived herein. In the event of an ambiguity in or dispute regarding the interpretation of this Instrument, the interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party.

9. GOVERNING LAW

This Guaranty shall be governed by and construed in accordance with the laws of [STATE/PROVINCE]. Except as provided in any other written agreement now or at any time hereafter in force between Landlord and Guarantor, this Guaranty shall constitute the entire agreement of the Guarantor with Landlord with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein.

10. BINDING AGREEMENT

Guarantor agree to be bound by all provisions of the Lease.

11. DEFINITIONS

The term Landlord whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term Tenant whenever hereinabove

used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee of said Lease and also any successor to the interests of said Tenant or assignee of such Lease or any part thereof, whether by assignment or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

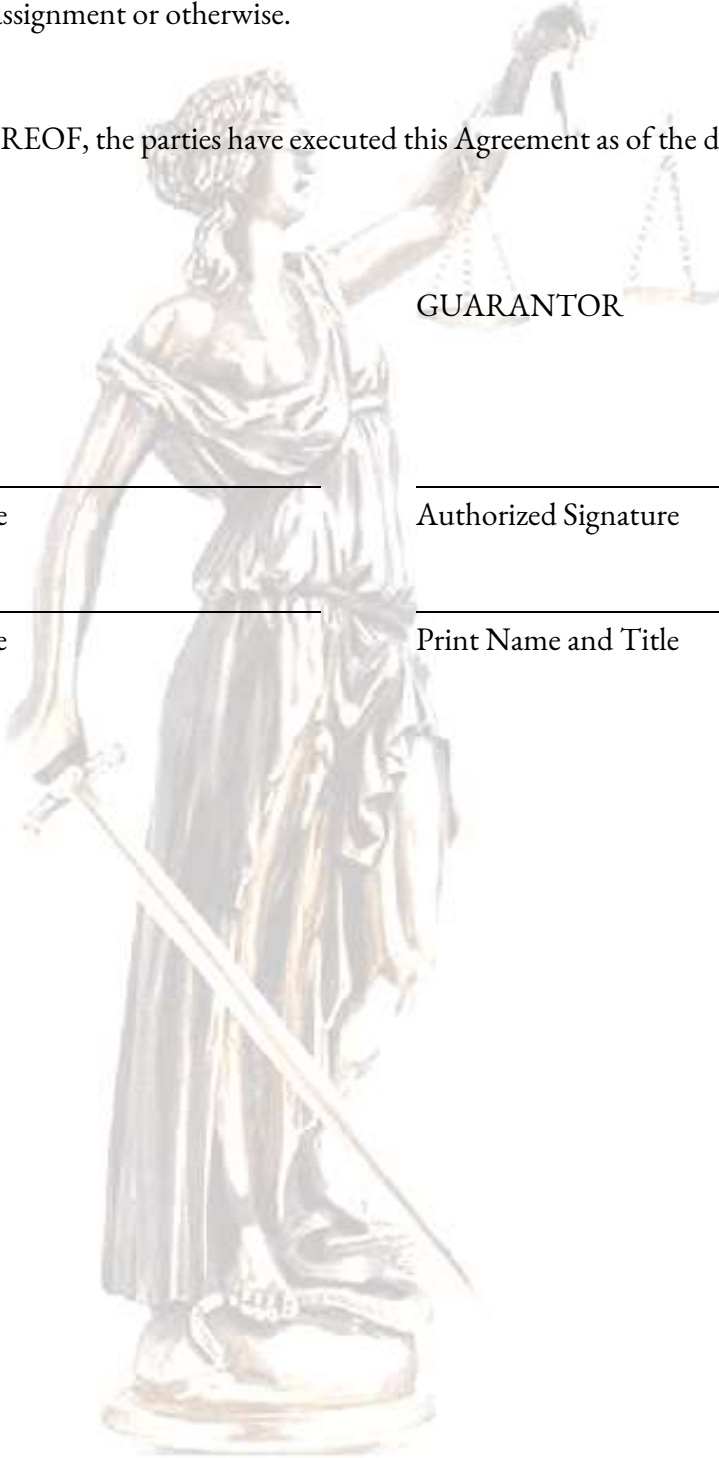
GUARANTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



COMMERCIAL LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the premises located at [address], [city], [state], and described more particularly as follows:

[insert legal description].

2. GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

3. LEASE TERM

- a. **Total Term of Lease:** The term of this Lease shall begin on the commencement date, as defined in Section b) of this Article 3, and shall terminate on [DATE].
- b. **Commencement Date:** The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premised, so long as such date is not in excess of [NUMBER] days subsequent to execution hereof.

4. EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

5. DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

- a. **Annual Rent:** Annual rent for the term of the Lease shall be [AMOUNT], plus applicable sales tax.
- b. **Payment of Yearly Rent:** The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be [AMOUNT], on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.
- c. Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.
- d. A late fee in the amount of [AMOUNT] shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.

6. USE OF PROPERTY BY TENANT

The Leased Premises may be occupied and used by Tenant exclusively as a [DESCRIBE], to be known as a [DESCRIBE].

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any Sub-Tenant, assignee, or licensee, which or who shall use the property for any other use.

7. RESTRICTIONS ON USE

Tenant shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes.

Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

8. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Tenant shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

9. DELAY IN DELIVERING POSSESSION

This lease agreement shall not be rendered void or voidable by the inability of Landlord to deliver possession to Tenant on the date set forth in Section 3. Landlord shall not be liable to Tenant for any loss or damage suffered by reason of such a delay; provided, however, that Landlord does deliver possession no later than [date]. In the event of a delay in delivering possession, the rent for the period of such delay will be deducted from the total rent due under this lease agreement. No extension of this lease agreement shall result from a delay in delivering possession.

10. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of [AMOUNT] as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the

leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

11. TAXES

- a. **Property Taxes:** The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.
- b. **Real Estate Taxes:** During the continuance of this lease Landlord shall deliver to Tenant a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than [NUMBER] days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.
- c. **Contest of Taxes:** The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. In any such event, if the Landlord agrees, at the request of the Tenant, to join with the Tenant at Tenant's expense in said proceedings and the Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Tenant shall have the right to contest the amount of any such tax and the Tenant shall have the right to withhold payment of any such tax, if the statute under which the Tenant is contesting such tax so permits.
- d. **Payment of Ordinary Assessments:** The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than [NUMBER] days after the day on which the same became initially due. The Tenant may take the benefit of any law allowing assessments to be paid in installments and in such event the Tenant shall only be liable for such installments of assessments due during the term hereof.
- e. **Changes in Method of Taxation:** Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or

governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Landlord, then the Tenant shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Tenant to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Landlord, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

12. IMPROVEMENTS BY TENANTS

Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify

Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within [NUMBER] days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimburseable expenses to the Landlord by the Tenant.

13. Utilities

Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

14. OBLIGATIONS FOR REPAIRS

- a. **Landlord's Repairs:** Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of subtenants, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first [NUMBER] months of the term hereof.
- b. **Tenant's Repairs:** The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.
- c. **Requirements of the Law:** The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section a) and c) of this Article; and such federal,

state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense. All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section b) of this Article 9 or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.

- d. **TENANT'S Alterations:** The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.
- e. **Permits and Expenses:** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

15. TENANT'S COVENANTS

Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

16. INDEMNITY BY TENANT

The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than [AMOUNT]

for injury or death from one accident and [AMOUNT] property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancelable without [NUMBER] days prior written notice to Landlord.

17. SIGNAGE

- a. **Exterior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.
- b. **Interior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

18. INSURANCE

- a. **Insurance Proceeds:** In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:
 - i. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
 - ii. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
 - iii. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed

in accordance with the Plans and Specifications previously approved by Landlord , Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

- b. **Subrogation:** Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.
- c. **Contribution:** Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord , at its sole and exclusive option, should select.

19. DAMAGE TO DEMISED PREMISES

- a. **Abatement or Adjustment of Rent:** If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.
- b. **Repairs and Restoration:** Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or

interruption except for events beyond the reasonable control of Landlord . Notwithstanding the foregoing, if Landlord does not either obtain a building permit within [number] days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within [number] months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending [number] days written notice thereof to Landlord , or, in the alternative, Tenant may, during said [number] day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to [%] or more of the replacement cost, (exclusive of the land and foundations), this Lease, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within [number] days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

20. CONDEMNATION

- a. **Total Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.
- b. **Partial Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by [%] or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within [number] days after Tenant shall receive notice of such taking. In the event of termination by Tenant of this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

- c. **Restoration** In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.
- d. **The Award:** All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.
- e. **Release:** In the event of any termination of this Lease as the result of the provisions of this Article 20, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

21. LANDLORD'S REMEDIES

In the event that:

- a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within [NUMBER] days of recordation thereof; or
- c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of [NUMBER] days after notice to Tenant in writing of such default (or if such default shall reasonably take more than [NUMBER] days to cure, Tenant shall not have commenced the same within the [NUMBER] days and diligently prosecuted the same to completion); or
- d. [NUMBER] days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:
 - i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
 - ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

- iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or
- iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property there from, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord.

Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

- v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or
 - vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or
 - vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or
 - viii. Pursue such other remedies as are available at law or equity.
- e. Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

22. LANDLORD'S Self Help

If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within [number] days after notice from Landlord specifying the default (or if such default shall reasonably take more than [number] days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefore and save Landlord harmless there from. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and

become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

23. TENANT'S Self Help

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within [number] days after notice from Tenant specifying the default (or, if such default shall reasonably take more than [number] days to cure, and Landlord shall not have commenced the same within [number] days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore and save Tenant harmless there from. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefore.

24. TITLE

- a. **Subordination:** Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:
 - i. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder

- ii. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of this Agreement, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article 24 means a mortgage securing a loan from a bank or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.
- b. **Quiet Enjoyment:** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord .
- c. **Zoning and Good Title:** Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefore by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall

invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within [number] days after written request therefore by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate, provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

- d. **Licenses:** It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefore; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

25. EXTENSIONS/WAIVERS/DISPUTES

- a. **Extension Period:** Any extension hereof shall be subject to the provisions of Article c) hereof.
- b. **Holding Over:** In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.
- c. **Waivers:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised

by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

- d. **Disputes:** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.
- e. **Tenant's Right to cure Landlord's Default:** In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.
- f. **Notices:** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set

forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

26. PROPERTY DAMAGE

- a. **Loss and Damage:** Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising there from.
- b. **Force Majeure:** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

27. Assignment and Subletting

Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this lease or to sublet all or any portion of the Leased Premises or to cease operating Tenant's business on the Leased Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and in the event that Tenant assigns or sublets this property for an amount in excess of the rental amount then being paid, then Landlord shall require as further consideration for the granting of the right to assign or sublet, a sum equal to [%] of the difference between the amount of rental to be charged by Tenant to Tenant's subtenant or assignee and the amount provided for herein, payable in a manner consistent with

the method of payment by the subtenant or assignee to the Tenant, and/or [%] of the consideration paid or to be paid to Tenant by Tenant's or Sub-Tenant or assignee.

28. Fixtures

All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

29. OPTION TO RENEW

Landlord grants to Tenant an option to renew this lease agreement for a period of [number] years after expiration of the term of this Lease agreement at a rental of [amount] per month, with all other terms and conditions of the renewal lease to be the same as those in this lease agreement. To exercise this option to renew, Tenant must give Landlord written notice of intention to do so at least [number] days before this lease agreement expires.

30. Estoppel Certificates

At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

31. Invalidity of Particular Provision

If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Captions and Definitions of Parties

The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

33. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

34. Brokerage

No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

35. Entire Agreement

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

36. Governing Law

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of [state/province]. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in [state/province].

37. litigation

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

If Landlord files an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, Tenant shall pay Landlord reasonable attorney fees for the services of Landlord's attorney in the action, all fees to be fixed by the court.

38. Contractual Procedures

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

39. Extraordinary remedies

To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

40. Reliance on Financial Statement

Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional [number] months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT "A" LEGAL DESCRIPTION



EXHIBIT "B"

TENANT PLANS AND SPECIFICATIONS LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LICENSOR NAME] (the "Indemnitor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LICENSEE NAME] (the "Indemnitee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the following described property located in [CITY], [STATE/PROVINCE]: [insert legal description].

2. LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for [specify primary purpose(s)] and for incidental purposes related to such purpose during the period beginning [date], and continuing until this agreement is terminated as provided in this agreement.

3. PERIODIC PAYMENTS

Licensee shall pay licensor for this license at the rate of [AMOUNT] per [month] payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance promptly on the [day of each month] thereafter during the continuation of this agreement.

4. VARIABLE PAYMENTS

In addition to making the payments provided for in Section Three of this agreement, licensee shall make payments based on the extent of utilization of the above-described property. Such payments shall be at the rate of [SPECIFY]. The first payment under this provision shall cover the period from and including [date], to and including [date], and shall be due and payable on [date]. Subsequent payments shall cover [NUMBER] intervals after [date], and each such payment shall be due and payable [NUMBER] days after the expiration of the [TIME] interval to which it is applicable. All payments shall be supported by appropriate statements certified by licensee.

5. TERMINATION

- A. Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than [NUMBER] days prior to the date specified in such notice for the date of termination.
- B. Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this agreement shall immediately terminate; and, in the case of partial destruction, this agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within [NUMBER] days following such partial destruction and not less than [NUMBER] days prior to the termination date specified in such notice.
- C. If licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, licensor may terminate this agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than [NUMBER] days prior to the date specified in such notice for the date of termination.

6. APPORTIONMENT OF PAYMENTS ON TERMINATION

- A. On any termination of this agreement, licensor shall apportion, on a [NUMBER]-day basis, the [monthly] fee paid in advance from and including the first day of the [month] during which the agreement is terminated to and including the day on which the agreement is terminated, and the licensor shall refund to the licensee the unearned portion of such fee; provided, however, that no refund shall be in an amount less than [AMOUNT].
- B. On any termination of this agreement, licensee, shall quit the above-described property, and shall remove from such property all property installed in, on, or attached to the above-described property.
- C. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.

7. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of [STATE/PROVINCE].

8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

9. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

10. NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

11. ATTORNEY'S FEES

In the event that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

12. ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR

LICENSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

MODIFICATION OF LEASE AGREEMENT

This Modification of Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- A. Pursuant to the lease dated [DATE] ["Lease"], lessee let from lessor [square feet of net rentable area in the building located at (address), (city), County, (state)] (the "Premises"), and more specifically described in the Lease, for a term which expires on [DATE] (the "Lease termination date").
- B. Lessor and lessee desire to extend the lease for a term of [NUMBER] years from the lease termination date.

Therefore, in consideration of the mutual promises contained in this lease amendment and extension agreement, the parties agree as follows:

1. CONSTRUCTION

This Agreement shall be construed in conjunction with the lease and, except as amended by this instrument, all of the terms, covenants, and conditions of the lease shall remain in full force and effect and are ratified and confirmed by this instrument.

2. DEFINED TERMS

All terms used in this lease amendment and extension agreement shall have the meanings ascribed to them in the lease unless otherwise defined in this instrument.

3. LEASE TERM

The term of the letting of the premises shall be extended to and shall terminate on [DATE].

4. BASE RENT

Beginning on [DATE], Lessee shall pay base rent in the amount of [AMOUNT], payable in advance on the first day of each in the manner provided in the lease.

5. ADDITIONAL RENT

Lessee shall make payments with respect to real estate taxes, operating expenses, and other additional rent, if any, in the manner provided in the lease.

IN WITNESS WHEREOF, Lessor and Lessee duly executed this Modification of Lease Agreement, as of the day and year written above.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

MORTGAGE NOTE

This Mortgage Note (the "Agreement") is made and effective [DATE],

BETWEEN: [MORTGAGOR NAME] (the "Mortgagor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [MORTGAGEE NAME] (the "Mortgagee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

FOR VALUE RECEIVED the undersigned Mortgagor jointly and severally promise(s) to pay to the order of Mortgagee the principal sum of [AMOUNT] together with interest thereon from date at the rate of [%] per annum until maturity, said principal and interest being payable monthly on the [DAY] of each and every month in lawful money of the [COUNTRY] beginning on [DATE], in monthly installments of [AMOUNT], and continuing thereafter until [DATE], or until said principal and interest have been paid in full, at [ADDRESS], or at such other place as the holder hereof may designate in writing from time to time.

1. INSTALLMENT PAYMENT

Each installment payment shall be credited first to the interest then due, and the remainder to the principal.

2. GUARANTY

This Note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of said Mortgagee.

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers and, should litigation be necessary to enforce this note, each maker and endorser waives trial by jury and consents to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the State of [STATE/PROVINCE].

3. ATTORNEY'S FEES

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

4. GOVERNING LAW

This note is to be construed and enforced according to the laws of the State of [STATE/PROVINCE]; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holder, become immediately due and payable and it shall accrue interest at the highest rate allowable by law from the date of default.

5. DEFAULT ON PAYMENT

Default shall include, but not be limited to non-payment of any respective installment within ten (10) days from the due date set out herein, or payment dates on three different occasions for any installments which are in excess of five (5) days subsequent to the due date therefore set out herein.

6. LITIGATION

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

IN WITNESS WHEREOF, Lessor and Lessee duly executed this Modification of Lease Agreement, as of the day and year written above.

LESSOR

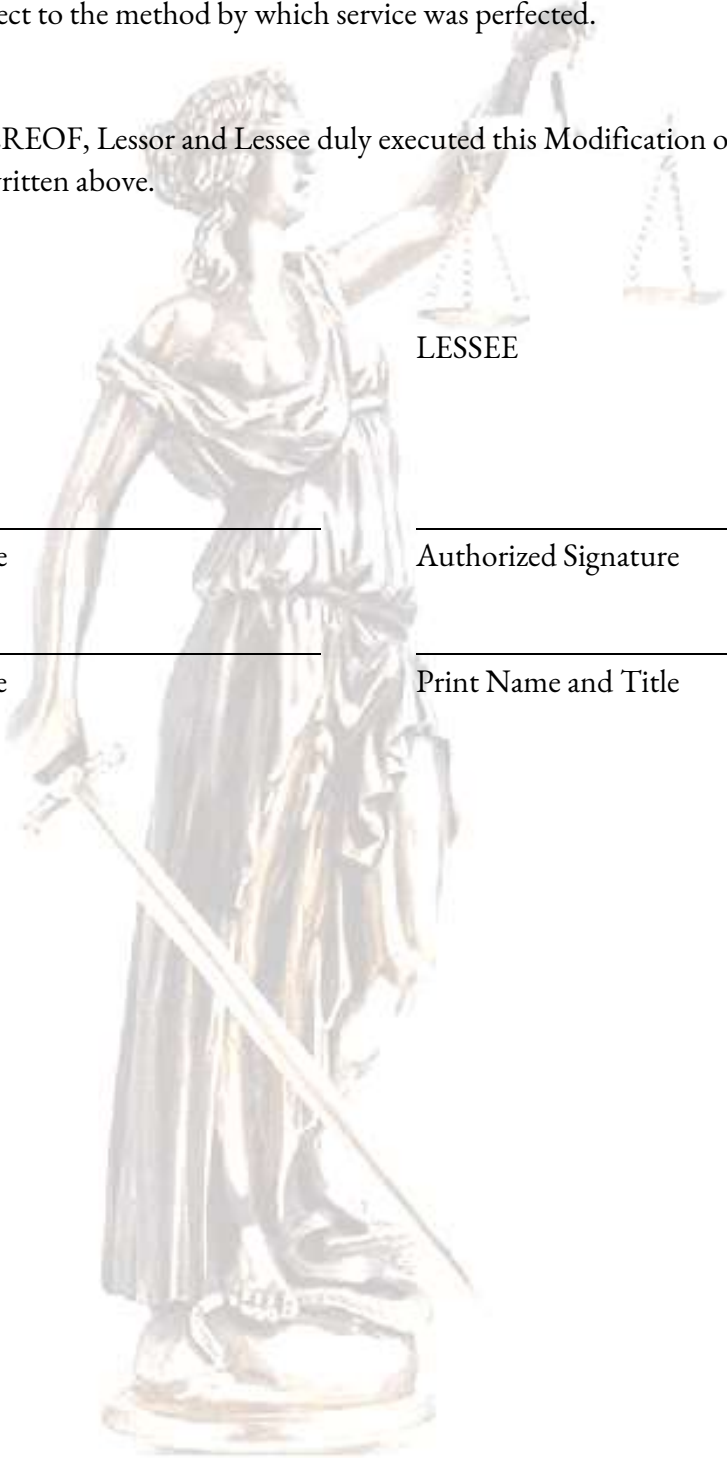
LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



MORTGAGE

This Mortgage (the "Agreement") is made and effective [DATE],

BETWEEN: [MORTGAGOR NAME] (the "Mortgagor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [MORTGAGEE NAME] (the "Mortgagee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of [AMOUNT] in lawful money of [COUNTRY], and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith.

1. DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES"

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mortgagee property situated in [CITY, STATE/PROVINCE] more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof;

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property herein before described, or any part and parcel thereof; and,

TOGETHER with all and singular the tenements, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Mortgagor; and,

TOGETHER with all the common elements appurtenant to any parcel, unit or lot which is all or part of the Premises; and,

ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises";

TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Mortgagee, forever.

2. EQUITY OF REDEMPTION

Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest, the principal sum of [AMOUNT] with final maturity, if not sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagee, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

3. COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee as follows:

- a. **Secured Indebtedness:** This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.
- b. **Performance of Note, Mortgage:** Mortgagor shall perform, observe and comply with all provisions hereof and of the Note and shall promptly pay, in lawful money of [COUNTRY], to

Mortgagee the Secured Indebtedness with interest thereon as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness.

- c. **Extent Of Payment Other Than Principal And Interest:** Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.
- d. **Insurance:** Mortgagor shall, at its sole cost and expense, keep the Premises insured against all hazards as is customary and reasonable for properties of similar type and nature located in [CITY, STATE/PROVINCE].
- e. **Care of Property:** Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.
- f. **Prior Mortgage:** With regard to the Prior Mortgage, Mortgagor hereby agrees to: (i) Pay promptly, when due, all installments of principal and interest and all other sums and charges made payable by the Prior Mortgage; (ii) Promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor under the Prior Mortgage, within the period provided in said Prior Mortgage; (iii) Promptly notify Mortgagee of any default, or notice claiming any event of default by Mortgagor in the performance or observance of any term, covenant or condition to be performed or observed by Mortgagor under any such Prior Mortgage. (iv) Mortgagor will not request nor will it accept any voluntary future advances under the Prior Mortgage without Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

DEFAULTS

- g. **Event of Default:** The occurrence of any one of the following events which shall not be cured within [NUMBER] days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within [NUMBER] days after written notice from Mortgagee, if the default is non-monetary, shall constitute an "Event of Default": (a) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and other charges, as herein before provided, when and as the same shall become due and payable; (b) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect; (c) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note; (d)

Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.

- h. **Options Of Mortgagee Upon Event Of Default:** Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following: (a) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once, by foreclosure or otherwise; (b) Pursue any and all remedies available under the Uniform Commercial Code; it being hereby agreed that [NUMBER] days' notice as to the time, date and place of any proposed sale shall be reasonable; (c) In the event that Mortgagee elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once, or as may be provided for in the Note, or any other provision or term of this Mortgage, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

4. Prior Liens

Mortgagor shall keep the Premises free from all prior liens (except for those consented to by Mortgagee).

5. Notice, Demand and Request

Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice.

6. Meaning of Words

The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them. The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

7. Severability

If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

8. Governing Law

The terms and provisions of this Mortgage are to be governed by the laws of the State of [STATE/PROVINCE]. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law. Any payment in excess of the maximum amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagee.

9. Descriptive Headings

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee and they shall not be used in the interpretation or construction hereof.

10. Attorney's Fees

As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, appeals and Proceedings. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

11. Exculpation

Notwithstanding anything contained herein to the contrary, the Note which this Mortgage secures is a non-recourse Note and such Note shall be enforced against Mortgagor only to the extent of Mortgagor's interest in the Premises as described herein and to the extent of Mortgagor's interest in any personality as may be described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MORTGAGOR

MORTGAGEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



MUTUAL CANCELLATION OF LEASE

This Mutual Cancellation of Lease (the "Agreement") is made and effective the [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

FOR GOOD CONSIDERATION, Lessee and Lessor, under a certain Lease agreement between the parties under date of [DATE] (the "Lease"), do hereby mutually agree to terminate and cancel said Lease effective [DATE] and all rights and obligations under said Lease shall thereupon be cancelled excepting only for any obligations under the Lease accruing prior to the effective termination date.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF BREACH OF LEASE

Dear [Contact name],

You are hereby given notice that you are in breach of your tenancy of the premises located at [Address] under the terms of the lease dated [Date], between [LANDLORD] and [TENANT].

You are in breach of the lease because you have failed to comply with the terms and conditions of your tenancy, as follows:

[LIST HOW TENANT HAS VIOLATED THE LEASE IN CLEAR AND CONCISE LANGUAGE]

If this breach of lease is not corrected within [Number] days from the date of this letter, we will have no choice but to exercise all other legal means available to protect our rights under applicable law.

Please consider this letter a final demand for you to remedy this situation. If you fail to comply, the undersigned may commence eviction proceedings against you.

Thank you for your anticipated cooperation.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com



October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF LATE FEE OWED

Dear [Contact name],

We received your rent payment in the amount of [Amount] on [Date]. Thank you. If you recall from the rent agreement, a [Amount] fee will be assessed for payment received after the first of the month. Therefore, we still need [Amount] from you, calculated as follows:

Rent Due _____
Late Fee _____
Payment _____
TOTAL _____

Please make the check payable to [Company name] and mail it to the address shown below. If you have any questions, please call [Name] at [Number].

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com



October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF NSF CHECK CHARGE AND LATE FEE OWED

Dear [Contact name],

Although we received your rent payment, your check was returned by the bank for non-sufficient funds in your bank account. If you recall from the rent agreement, all rent payments must be received by us on the first of every month. A [Amount] fee will be assessed for rent payments received after the first of every month. In addition, a [Amount] service charge will be assessed for returned checks.

Because your check was marked non-sufficient funds, you must immediately pay by CASHIER'S CHECK OR MONEY ORDER. We cannot accept a personal check. Therefore, we still need [Amount] from you, calculated as follows:

Rent Due _____

Late Fee _____

NSF Fee _____

TOTAL _____

Please make the check payable to [Company name] and mail it to the address shown below. If you have any questions, please call [Name] at [Number].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE THAT EVICTION WILL BE FILED IN COURT

Dear [Contact name],

It is never a pleasure to write this type of letter but it has come to my attention that your company has failed to comply with the terms of your agreement with us dated [Date]. I understand that you have been given a [NUMBER] day notice in accordance with state and local laws and have failed to move.

Therefore, I have instructed the [Office/Premisse] manager not to accept any payment from you. All amounts you still owe will be offset against your security deposit or collected in a legal action.

If you have not moved out of your [Office/Premisse] by [Date], I will file suit the next day. I will also obtain an injunction forcing your removal, with the aid of the police. The lawsuit will be for the amounts owed under the agreement, the costs of filing suit, attorney's fees and enforcement. I plan to zealously collect these amounts from you. When you are evicted, I also plan to inform credit reporting and other agencies of this action.

This position is not negotiable so please govern yourself accordingly. Feel free to contact me if you have any questions.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com



October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: OFFER TO LEASE SPACE IN YOUR BUILDING

Dear [Contact name],

We have now reviewed your property at [Address] (the "Property") and are quite interested in leasing space in the Property. We believe we would be excellent tenants and are prepared to consummate a lease as soon as possible.

As a way to commence our discussions, let us lay out some of the key terms which we believe would be acceptable to us:

- Leased Premises:** The [Storey] floor at the Property, consisting of approximately [Number] square feet.
- Commencement Date of Lease:** [Date]
- Length of Lease:** [Number] years
- Monthly Rent:** [Amount] for the first [Number] years of the Lease.
[Amount] for the remaining [Number] years of the Lease.
- Utilities:** All utilities to be paid for by the Lessee, except for [Describe].
- Parking:** Lessee to have [Number] parking spaces in the building.
- Use of Leases Premises:** General office use and/or any other legal use.

Improvements: Lessor to make the following improvements to the Lease Premises prior to Lessee's occupancy: [Describe].

Right to Renew: Lessee to have the right to renew the Lease for an additional [Number] years, for [Amount] per month rent.

Taxes: All taxes on the property shall be payable by Lessor.

Assignment & Subletting: The Leased Premises shall not be assigned or sublet without the consent of Lessor, which consent shall not be unreasonably withheld or delayed.

Form of Lease: To be mutually agreed upon between Lessor and Lessee.

We are happy to discuss any of these terms and look forward to a long and mutually beneficial relationship. So that you may appreciate how responsible of a tenant we would be, I enclose some background information on our company.

Let us set up a meeting to discuss this as soon as possible.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

OPTION TO EXPAND SPACED LEASE

This Option to Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

- A. Landlord hereby agrees that Tenant shall be offered the right of refusal to lease all or any portion of [describe other space in the building or designated space] (the "Expansion Space"), as it may become available for lease from time to time. Whenever any portion of the Expansion Space becomes available for lease, Landlord shall provide Tenant with written notice of such availability, which notice shall include the date when Tenant would begin occupancy of such Expansion Space and the rental rate which Tenant shall pay for such Expansion Space.
- B. All other terms and conditions shall be those contained in the Lease between Landlord and Tenant and any Expansion Space leased shall be incorporated in the Lease through execution of an addendum to the Lease. Tenant shall then have [NUMBER] days to respond to such offer and to either accept or reject such Expansion Space. Tenant's failure to respond timely to such offer shall be construed as a rejection of Landlord's written offer.
- C. Should Tenant reject the offer to lease any particular Expansion Space when offered, Landlord shall have the right to lease all remaining Expansion Space to other prospective tenants, so long as the terms and conditions of such lease are not more favorable than those offered to Tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OPTION TO LEASE AGREEMENT

This Option to Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

IN CONSIDERATION OF the sum of [AMOUNT] paid by the tenant to the landlord, the receipt whereof is hereby acknowledged, the landlord hereby grants to the tenant, its successors, and assigns, the exclusive option to lease the above-mentioned property as per the attached Lease, upon the following terms and conditions:

1. TERM OF OPTION

This option and all rights and privileges hereunder shall expire the day of [DATE].

2. NOTICE OF EXERCISE OF OPTION

This option is to be exercised by the tenant by written notice delivered personally or forwarded by registered or certified mail, return receipt requested, within the time limited in paragraph 1 to the landlord at the address first above recited.

3. APPLICATION OF OPTION PAYMENT

In the event that the tenant does not exercise his option as herein provided, all sums paid on account thereon shall be retained by the landlord as consideration for this option free of all claims of the tenant, and neither party shall have any further rights or claims against the other.

4. EFFECT OF EXERCISE OF OPTION

In the event that the tenant does exercise its option as herein provided, the sum paid on account of the option shall be applied to the first month's rent, and the terms, covenants, and conditions in the attached Lease Agreement shall become the contract of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

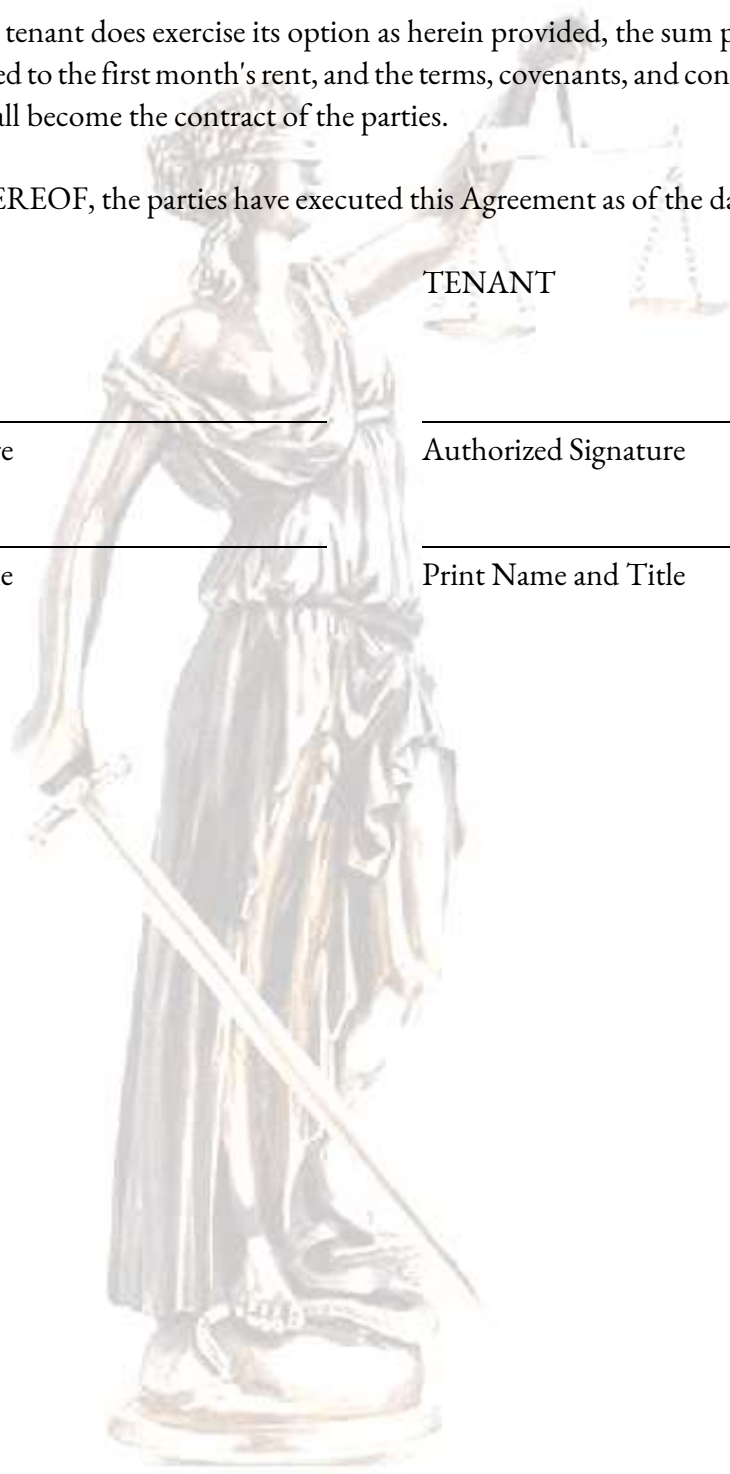
TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OPTION TO PURCHASE PROPERTY

This Option to Purchase Property (the “Agreement”) is made and effective [DATE],

BETWEEN: [SELLER NAME] (the “Seller”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the “Buyer”), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is entered into upon the basis of the following facts and intentions of the parties:

- A. Seller owns that certain real property described in Exhibit A hereto (the Property”).
- B. Buyer desires to obtain an option to purchase the Property from Seller and Seller is willing to grant such an option to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Option

As of the date hereof, the Seller grants to Buyer an option (the “Option”) to purchase the Property from Seller upon all of the terms, covenants and conditions hereinafter set forth. This option may be recorded at the election of Buyer.

2. Consideration for the Option

As consideration for the Option, Buyer shall pay to Seller the sum of [AMOUNT] on the date hereof. In the event this option is exercised, all consideration paid for the Option shall be applied against and be deemed to be a payment upon the purchase price. In the event that Buyer does not exercise the Option, the consideration paid to Buyer for the Option may be retained by Seller without deduction or offset.

3. Term and Exercise

Buyer may exercise the Option at any time up to and until [DATE], by giving Seller written notice of his intention to exercise the Option.

4. Purchase Price

The purchase price ("Purchase Price") which Buyer agrees to pay upon exercise of the Option is [AMOUNT] per share, payable in cash.

5. Terms

The other terms applicable to the purchase are as follows:

[describe condition of property; title insurance to be obtained; treatment of deeds of trust and encumbrances; who pays closing costs, etc.]

6. Representations and Warranties of Seller

The Seller represents and warrants to the Buyer that:

- A. The Seller has full power and authority to execute and deliver this Agreement, and this Agreement is a valid and binding agreement enforceable against the Seller in accordance with its terms;
- B. Neither the execution of this Agreement nor the sale of the Property will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding or

arrangement to which the Seller is a party or by which Seller is bound or of any law, decree, or judgment;

C. Now and up to the time of exercise of the Option, the Seller will have valid title to the Property, free and clear of all claims, liens, charges, encumbrances deeds of trust and security interests other than ;

D. [Other representations and warranties as appropriate].

7. Cooperation

Each party shall, upon request of the other party, promptly execute and deliver all additional documents reasonably deemed by the requesting party to be necessary, appropriate or desirable to complete and evidence the sale, assignment and transfer of the Shares pursuant to this Agreement.

8. Purchase and Sale

If Buyer exercises the Option, at a closing (the "Closing"), the Seller shall sell, transfer and deliver the Property, represented by appropriate [identify either warranty deed or quitclaim deed].

9. Survival

All representations, warranties and agreements made by the Seller and by the Buyer in this Agreement shall survive the execution of this Agreement and any Closing and any investigation at any time made by or on behalf of any party hereto.

5.

10. Modification; Assignment

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto. Buyer may assign his rights under this Agreement with the consent of Seller.

6.

11. Successors

This Agreement will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective heirs, beneficiaries, executors, representatives and permitted assigns.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

13. Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all agreements, understanding, representations, or warranties, whether oral or written, by or among the parties, previously or contemporaneously made or given.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.
SELLER BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AGENT NAME] (the "Agent"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

A. Owner holds title to the following-described real property:

[insert legal or other appropriate description], here referred to as the property.

B. Agent is experienced in the business of operating and managing real estate similar to the above-described property.

C. Owner desires to engage the services of agent to manage and operate the property, and agent desires to provide such services on the following terms and conditions.

In consideration of the mutual covenants contained herein, the parties agree:

1. EMPLOYMENT OF AGENT

Agent shall act as the exclusive agent of owner to manage, operate and maintain the property.

2. BEST EFFORTS OF AGENT

On assuming the management and operation of the property, agent shall thoroughly inspect the property and submit a written report to owner. The written report shall contain the opinion of agent concerning the present efficiency under which the property is being managed and operated, and recommended changes, if necessary, in the management structure of the property, in the rehabilitation of the property, and any other matters that will improve the efficient management and operation of the property. After conferring with owner and obtaining approval to make any necessary improvements, agent shall undertake completion of the improvements.

3. LEASING OF PROPERTY

Agent shall make reasonable efforts to lease available space of the property, and shall be responsible for all negotiations with prospective tenants. Agent shall also have the right to execute and enter into, on behalf of owner, month-to-month tenancies of units of the property. Agent may negotiate all extensions and renewals of such month-to-month tenancies and leases. Agent shall not, without the prior written consent of owner, enter into any lease for a term less than [NUMBER] months or more than [NUMBER] months. Agent shall have the right to make concessions, including rental concessions, as inducements to prospective tenants to occupy the property.

4. ADVERTISING AND PROMOTION

Agent shall advertise vacancies by all reasonable and proper means; provided, agent shall not incur expenses for advertising in excess of [AMOUNT] during any calendar quarter without the prior written consent of owner.

5. MAINTENANCE, REPAIRS AND OPERATIONS

Agent shall use its best efforts to insure that the property is maintained in an attractive condition and in a good state of repair. In this regard, agent shall use its best skills and efforts to serve the tenants of the property and shall purchase necessary supplies, make contracts for, or otherwise furnish, electricity, gas, fuel, water, telephone, window cleaning, refuse disposal, pest control, and any other utilities or services required for the operation of the property. Agent shall make or cause to be made and supervise necessary repairs and alterations and shall decorate and furnish the property. Expenditures for repairs, alterations, decorations or furnishings in excess of [AMOUNT] shall not be made without prior written consent of owner, except in the case of emergency, or if agent in good faith determines that such expenditures are necessary to protect the property from damage, to prevent injury to persons or loss of life, or to maintain services to tenants.

6. EMPLOYEES

- 6.1. Agent shall employ, discharge and supervise all on-site employees or contractors required for the efficient operation and maintenance of the property. All on-site personnel, except independent contractors and employees of independent contractors, shall be the employees of agent. Agent shall pay the salaries of such on-site employees and, to the extent there are revenues from the property available, pay all charges for services rendered by independent contractors and the employees of independent contractors.
- 6.2. All salaries (including all contributions of employer not listed in the paycheck) of such on-site employees shall be charged to owner. To the extent there are insufficient funds available from revenues received from the operation of the property to reimburse agent for such salaries, owner shall directly reimburse agent within [NUMBER] days after demand by agent for reimbursement. Agent shall not be responsible or liable to owner for any act, default or negligence of on-site personnel, or for any error of judgment or mistake of law or fact in connection with their employment, conduct or discharge except that agent shall be responsible for any such act, default or negligence that is due directly or indirectly to its own negligent act or omission in the hiring or supervision of any such on-site personnel.
- 6.3. On-site personnel shall include all resident personnel, including, but not limited to, managers and maintenance personnel, all recreational personnel (whether part-time or full-time), day-care center personnel, and all other individuals located, rendering services or performing activities on the property in connection with its operation.

7. GOVERNMENT REGULATIONS

Agent shall manage the property in full compliance with all laws and regulations of any federal, state, county or municipal authority having jurisdiction over the property.

8. INSURANCE

- 8.1. Agent shall obtain the following insurance at the expense of owner, and such insurance shall be maintained in force during the full term of this agreement:
 - 8.1.1. Comprehensive public liability property insurance of [AMOUNT] single limit for bodily injury, death and property damage;

8.1.2. Fire and extended coverage hazard insurance in an amount equal to the full replacement cost of the structure and other improvements situated on the property; and

8.1.3. A fidelity bond in the amount of [AMOUNT] on each employee who handles cash, and workers' compensation and employer liability insurance to cover the agents and employees of both employer and agent.

8.2. All of the policies shall name agent and owner as co-insureds as their respective interests may appear. Agent shall deliver certificates evidencing such insurance coverage to owner within [NUMBER] days from the issuance and renewal of the policies. Owner shall cooperate with agent and any insurer in the making and delivery of all reports, notices, and other items required in connection with any of the insurance policies.

9. COLLECTION OF INCOME; INSTITUTION OF LEGAL ACTION

9.1. Agent shall use its best efforts to collect promptly all rents and other income issuing from the property when such amounts become due. It is understood that agent does not guarantee the collection of rents.

9.2. Agent shall, in the name of owner, execute and serve such notices and demands on delinquent tenants as agent may deem necessary or proper. Agent, in the name of owners, shall institute, settle or compromise any legal action and make use of such methods of legal process against a delinquent tenant or the property of a delinquent tenant as may be necessary to enforce the collection of rent or other sums due from the tenant, to enforce any covenants or conditions of any lease or month-to-month rental agreement, and to recover possession of any part of the property. No other form of legal action will be instituted and no settlement, compromise, or adjustment of any matters involved therein shall be made without the prior written consent of owner, except when agent determines that immediate action is necessary.

10. BANK ACCOUNTS

Agent shall deposit (either directly or in a depository bank for transmittal) all revenues from the property into the general property management trust fund of agent, here referred to as the trust account. Agent shall not commingle any of the above-described revenues with any funds or other property of agent. From the revenues deposited in the trust account, agent shall pay all items with respect to the property for which payment is provided in this agreement, including the compensation of agent and deposits to the reserve accounts as provided for in Section Eleven. After such payments agent shall remit any balance

of any monthly revenues to owner concurrently with the delivery of the monthly report referred to in Section Twelve.

11. RESERVE ACCOUNT

11.1 Agent shall establish a reserve account for the following items: taxes, assessments, debt service, insurance premiums, repairs (other than normal maintenance), replacement of personal property, and refundable deposits. Agent shall use its best judgment in transferring adequate funds from the trust account to the reserve account in order to pay the above items without incurring late pay interest fees, cancellations or forfeitures. If the reserve account contains inadequate funds to pay any of the above items, agent must obtain approval from owner before paying the items directly from the trust account. If owner determines that the funds in the reserve account are excessive, owner shall direct that agent return such excess funds to the trust account. The reserve account shall be maintained in an interest-bearing savings account in a national or state bank that is a member of the Federal Deposit Insurance Corporation.

11.2 Anything in this agreement to the contrary notwithstanding, agent shall not be liable for any failure or bankruptcy of any bank used as a depository of any funds maintained in the reserve account.

12. RECORDS AND REPORTS

12.1 Agent will keep books, accounts and records that reflect all revenues and all expenditures incurred in connection with the management and operation of the property. The books, accounts and records shall be maintained at the principal place of business of agent. Agent shall, during regular business hours, make the books, accounts and records required to be maintained hereunder available to owner or the representatives of owner for examination and audit by appointment on no less than [NUMBER] days' prior notice. All such audits shall be at the expense of owner.

12.2 Agent shall furnish owner, no later than the end of the next succeeding month, a detailed statement of all revenues and expenditures for each preceding month, a summary of all concessions and rental concessions given to induce prospective tenants to occupy the property, the original copy of all invoices, statements, purchase orders and billings received and paid during such preceding month, as well as such other information relating to the operation or management of the property that, in the opinion of agent, requires the attention of owner. Owner shall retain for safekeeping and store all original invoices, statements, purchase orders, billings and other documents delivered by agent with respect to the property. Owner, on payment of reasonable costs incurred by it, shall make available to agent copies of all or any portion of any invoice, statement, purchase order, billing report or other document received from agent with respect to the property.

12.3 Within [NUMBER] days after the end of each calendar year, agent shall prepare and deliver to owner a detailed statement of revenues received and expenditures incurred and paid during the calendar year that result from operations of the property. Within [NUMBER] days, following expiration or termination of this agreement, agent shall deliver to owner all books, accounts and records pertaining to the property.

13. COMPENSATION OF AGENT

Agent shall receive a management fee equal to [%] of the gross receipts collected from the operation of the property. Gross receipts are defined as all revenues collected plus refundable deposits. Any management fee due agent hereunder shall be paid to agent within [NUMBER] days after the end of each month.

COMMISSIONS FOR NEGOTIATING LEASES OR MONTH-TO-MONTH RENTAL AGREEMENTS

Agent shall receive no commissions or additional compensation for negotiating leases or month-to-month rental agreements with tenants.

14. OFFICE SPACE FOR AGENT

Owner shall allow agent to occupy the office numbered [NUMBER], on the [NUMBER] floor of the property, rent-free for the duration of this agreement. [All expenses other than rent incurred by agent in the occupation and use of this office space shall be borne by agent.]

15. ADDITIONAL DUTIES AND RIGHTS OF AGENT

In addition to the foregoing, agent shall perform all services that are necessary and proper for the operation and management of the property, and shall report to owner promptly any conditions concerning the property that, in the opinion of agent, require the attention of owner.

In order to properly perform the services required by this agreement, agent is authorized to engage, on behalf of owner, any entity that is an affiliate of agent, provided that the compensation paid for the services shall be competitive with nonaffiliated entities providing the same or similar services.

16. TERMINATION AND RENEWAL

This agreement shall be for a term commencing on [date], and ending on [date]. At the termination of this agreement, it shall be renewed automatically on a month-to-month basis that may be terminated by either party by giving not less than [NUMBER] days' notice in writing to the other party.

17. TERMINATION FOR CAUSE

If agent breaches any of the terms of this agreement, owner shall give agent written notice of such breach. If agent fails to remedy the breach within [NUMBER] days after receiving the above-described notice, owner may terminate this agreement.

18. SALE OF PROPERTY

On the voluntary sale of the property by owner and the delivery of the deed of conveyance therefor, this agreement shall automatically terminate. Owner shall notify agent of the sale of the property as soon as such sale is negotiated.

19. CONDEMNATION

This agreement shall terminate in the event of a total condemnation of the property. If there is a partial condemnation of the property, this agreement may be terminated at the option of owner. If such a partial condemnation of the property reduces the compensation of agent by more than [%], agent may terminate this agreement. Owner shall be entitled to all consequential damages awarded as a result of any eminent domain proceeding.

20. BANKRUPTCY

If bankruptcy proceedings, whether voluntary or involuntary, are commenced against either owner or agent, or if either party enters into a composition agreement with its creditors, either party may terminate this agreement by giving [NUMBER] days' written notice to the other party.

21. NO PROPERTY INTEREST CREATED

Nothing contained in this agreement shall be deemed to create or shall be construed as creating in agent any property interest in or to the property.

22. LICENSING OF AGENT

Agent shall at all times during the term of this agreement maintain such licenses and permits as are required for any of the various services to be performed by agent on behalf of owner.

23. RELATIONSHIP OF THE PARTIES

Agent is an independent contractor and not an employee of owner for any purpose.

24. COVENANTS AND CONDITIONS

All of the terms and conditions of this agreement are expressly intended to be construed as covenants as well as conditions.

25. NOTICE

All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within [NUMBER] days after deposited in the mail, postage prepaid, certified, with return receipt requested, or otherwise actually delivered to owner at

[insert complete mailing address, including ZIP code],

or to agent at

[insert complete mailing address, including ZIP code].

Either party hereto may change the address at which it receives written notices by so notifying the other party hereto in writing.

26. PARTIES BOUND; ASSIGNMENT

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, and their respective successors and assigns; provided, however, that this agreement may not be assigned by agent without prior written consent of owner, or by owner without prior written consent of agent. Anything in the foregoing to the contrary notwithstanding, agent may, without the consent of owner, delegate the performance of (but not responsibility for) any duties and obligations of agent to any independent contractor or entity.

27. EFFECT OF PARTIAL INVALIDITY

Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this agreement.

28. GOVERNING LAW

This agreement has been made and entered into in the State of [STATE/PROVINCE], and the laws of such state shall govern the validity and interpretation of this agreement and the performance due hereunder.

29. INTEGRATION

The drafting, execution and delivery of this agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this agreement. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this agreement.

30. ARBITRATION

In case of any dispute regarding any terms or performance of the terms of this agreement, the dispute shall be subject to arbitration in accordance with the rules and regulations then obtaining under the [ASSOCIATION/ORGANIZATION].

31. ATTORNEY FEES

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney fees.

32. MODIFICATION

This agreement may not be modified unless such modification is in writing and signed by both parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

REAL ESTATE SALESMAN INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [BROKER NAME] (the "Broker"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SALESMAN NAME] (the "Salesman"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

The Parties recite that:

- A. Broker is duly registered and licensed with the State of [STATE/PROVINCE] as a real estate broker whose license expires [DATE].
- B. Salesman is duly registered and licensed with the State of [STATE/PROVINCE] as a real estate salesman whose license expires [DATE].

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. STATEMENT OF EMPLOYMENT

Effective as of the date of this Agreement, Broker employs Salesman as a real estate salesman.

2. DUTIES OF SALESMAN

Salesman will carry on the customary activities of a real estate salesman, including, but not necessarily limited to, the showing of parcels of real estate on which Broker has listings, the sale of such property in accordance with the terms of the listings, the solicitation of new listings, and such other services pertaining to the real estate business as Broker may require of him. Salesman shall devote his entire time and attention to such duties and shall use his best efforts with regard to all of such duties.

3. COMMISSIONS ON SALES

Broker shall pay to Salesman a commission equal to [%] percent of the total commission received by Broker, on sales made by Salesman and completed during the effective period of this Agreement. Furthermore, during the effective period of this Agreement, Broker will advance to Salesman against commissions to be earned the sum of [AMOUNT] per month, provided that Salesman may elect to draw commissions as earned.

4. DURATION OF AGREEMENT; TERMINATION

The term of this Agreement shall be for [NUMBER] years, commencing on the date of this Agreement. Either party may terminate this Agreement by [NUMBER] days' written notice to the other party. If, on termination of this Agreement, Broker has advanced to Salesman against commissions to be earned a sum of commissions actually earned by Salesman, Salesman will promptly refund the amount of the excess advances.

5. ACCESS TO LISTINGS AND OTHER INFORMATION

Broker will give Salesman access to its confidential files pertaining to listings of property, prospects for the sale of such property, and other related matters. Broker shall also furnish Salesman personal contacts with persons interested in selling or buying such property, and shall generally aid Salesman in every way possible with respect to such sales and Salesman's duties hereunder.

6. LOYALTY TO BROKER'S INTEREST

Salesman will not during the term of this Agreement be engaged in any other business activity, whether or not pursued for gain, profit, or other pecuniary advantage, provided, however, that Salesman may invest his assets in such form or manner as will not require his expenditure of any undue amount of time.

7. NONDISCLOSURE OF TRADE SECRETS

Salesman recognizes and acknowledges that the information that will be furnished to him concerning Broker's customers, listings, holdings, investments, transactions, and other confidential matters constitutes a valuable, special, and unique asset and trade secret of Broker's business. Accordingly, Salesman will not, during or after the term of his employment hereunder, disclose any such information or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

8. WRITTEN CONTRACT AS CONSTITUTING ENTIRE AGREEMENT

This Agreement constitutes the entire contract and agreement between parties, and there are no verbal understandings or other agreements of any nature with respect to the subject matter hereof except those contained in this Agreement.

9. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

10. GOVERNING LAW

This Agreement shall be governed, interpreted and construed by, through and under the laws of the state of [STATE/PROVINCE].

11. ATTORNEYS' FEES

In the event of any legal or equitable action, including any appeals, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover a reasonable attorneys' fee.

Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

12. SEVERANCE

The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

13. HEADINGS

The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BROKER

SALESMAN

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

RECEIPT FOR LEASE SECURITY DEPOSIT

Date _____

Landlord	Tenant
Address	Address
Name	Name
Phone	Phone

Description Of Lease

The Landlord acknowledges receipt of the sum of [AMOUNT] paid by the Tenant under the lease described above.

This Security Deposit payment will be held by the Landlord under the terms of this lease, and unless required by law, will not bear any interest. This Security Deposit will be repaid when due under the terms of the lease.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REQUEST TO INCLUDE LANDLORD IN TENANT'S LIABILITY INSURANCE

Dear [Contact name],

In case you have not had an opportunity to read through the Master Lease, please note that there is an insurance clause that requires the tenant to carry public liability insurance of [Amount] and property damage insurance of [Amount]. The landlord, [Contact name], must be named as additional insured.

Inasmuch as we are sub-leasing these offices to you, please have [Contact name] named also, and ask your agent to send us a notice to that effect.

Thank you very much.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

SUBLEASE AGREEMENT

This Sublease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [SUB LESSOR NAME] (the "Sub lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SUB LESSEE NAME] (the "Sub lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

In consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, Sub lessor, hereby subleases to Sub lessee and Sub lessee does hereby take, lease, and hire from Sub lessor the Leased Premises hereinafter described for the period, and at the rental, subject to, and upon the terms and conditions hereinafter set forth, as follows:

1. DESCRIPTION OF PREMISES

- a. Lessee has leased a building consisting of [number] floors and approximately [number] square feet of office space from [name], lessor, of [address], [city], [state].
- b. Lessee shall demise to sub lessee the [number] square feet of the building, all located on the [#] floor, as more fully described in Exhibit A, which is attached to and made a part of this sublease agreement.

2. TERM OF SUBLEASE

- a. The term of this sublease agreement shall be for an initial period of [number] years, commencing on [date], and terminating on [date], unless earlier terminated by breach of the terms and conditions of this Sublease Agreement.

- b. Lessor concurs that sub lessee may remain in possession of the demised premises for the full term of this sublease agreement, despite any change that may occur in the status of lessee or the lease agreement between lessee and lessor.

3. Acceptance of Leased Premises

Sub lessee's occupancy of the Leased Premises shall be conclusive evidence of Sub lessee's acceptance of all improvements constituting the Leased Premises, in good and satisfactory condition and repair. Sub lessee shall accept possession and use of the Leased Premises "as is" in their condition existing as of the date hereof with all faults. Sub lessee, at Sub lessee's sole cost and expense, shall promptly comply with all applicable laws, ordinances, codes, rules, orders, directions and regulations of governmental authority governing and regulating the use or occupancy of the Leased Premises as may now or hereafter be in effect during the Term hereof and shall if so required make any alterations, additions or changes to the Leased Premises as may be required by said laws, ordinances, codes, rules, directions and regulations.

4. Holding Over

Any holding over of the Leased Premises by Sub lessee after the expiration of the Term hereof shall only be with the written consent of Sub lessor first had and obtained and shall be construed to be a tenancy from month to month at a rental per month, or portion thereof, in an amount equal to [%] of the rent due Sub lessor for the month immediately preceding such holding over, and shall otherwise be on the same terms, conditions and covenants herein specified.

5. Sublease Termination and Condition of Premises

Upon the termination of this Sublease for any reason whatsoever, Sub lessee shall return possession of the Leased Premises to Sub lessor or Sub lessor's authorized agent in a good, clean and safe condition, reasonable wear and tear excepted. On or before, and in any event no later than [number] days following the date Sub lessee vacates the Leased Premises and returns possession of same to Sub lessor, Sub lessee and Sub lessor, or authorized agents thereof, shall conduct a joint inspection of the Leased Premises. Sub lessee at its cost shall thereafter promptly repair or correct any defects or deficiencies in the condition of the Leased Premises, reasonable wear and tear excepted.

6. RENT

Sub lessee shall pay to lessee as basic rent [amount] per month, on the [day] of each month, commencing on [date], and continuing each month thereafter during the term of this sublease agreement. Sub lessee shall pay all other sums due as additional rental under the provisions of this sublease agreement on the basic rental payment due date first occurring after the additional rental payment arises.

payment of RENT

Sub lessee hereby covenants and agrees to pay rent to Sub lessor, without offset or deduction of any kind whatsoever, in the form and at the times as herein specified. All rent shall be paid to Sub lessor at the address specified in this Sublease unless and until Sub lessee is otherwise notified in writing. Base Minimum Rent payments in the monthly amount set forth below shall be payable monthly, in advance, due on the first (1st) day of each calendar month commencing on the Commencement Date hereof and delinquent if not paid on or before the third (3rd) day of the month throughout the Term of this Sublease. Rent for any period which is for less than one month shall be a pro rata portion of the monthly installment. The required payments under Article 6 and all other charges payable by Sub lessee shall be deemed to be additional rent.

7. Delinquent Payments

In the event Sub lessee shall fail to pay the rent or any installment thereof, or any other fees, costs, taxes or expenses payable under this Sublease within [number] days after the said payment has become due, Sub lessee agrees that Sub lessor will incur additional costs and expenses in the form of extra collection efforts, administrative time, handling costs, and potential impairment of credit on loans for which this Sublease may be a security. Both parties agree that in such event, Sub lessor, in addition to its other remedies shall be entitled to recover a late payment charge against Sub lessee equal to [%] of the amount not paid within said [number] day period. Additionally, any past due amounts under this Sublease shall bear interest at the rate of the lesser of [%] per month or the maximum rate permitted by applicable law. Sub lessee further agrees to pay Sub lessor any cost incurred by Sub lessor in effecting the collection of such past due amount, including but not limited to attorneys' fees and/or collection agency fees. Sub lessor shall have the right to require Sub lessee to pay monies due in the form of a cashier's check or money order. Nothing herein contained shall limit any other remedy of Sub lessor with respect to such payment delinquency.

8. Security Deposit

On execution of this Sublease, Sub lessee shall deposit with Sub lessor a sum equal to [amount] (the "Security Deposit") in order to provide security for the performance by Sub lessee of the provisions of this Sublease. If Sub lessee is in default, Sub lessor may, but shall not be obligated to use the Security Deposit, or any portion of it, to cure the default or to compensate Sub lessor for damage sustained by Sub lessor resulting from Sub lessee's default. Sub lessee shall immediately on demand pay to Sub lessor

a sum equal to the portion of the Security Deposit expended or applied by Sub lessor as provided in this paragraph so as to maintain the Security Deposit in the sum initially deposited with Sub lessor. At the expiration or termination of this Sublease, Sub lessor shall return the Security Deposit to Sub lessee or its successor, less such amounts as are reasonably necessary to remedy Sub lessee's defaults, to repair damages the Leased Premises caused by Sub lessee or to clean the Leased Premises upon such termination, as soon as practicable thereafter. In the event of the sale or other conveyance of the Leased Premises, the Security Deposit will be transferred to the purchaser or transferee and the Sub lessor will be relieved of any liability with reference to such Security Deposit. Sub lessor shall not be required to keep the Security Deposit separate from its other funds, and (unless otherwise required by law) Sub lessee shall not be entitled to interest on the Security Deposit.

USE OF PREMISES

Permitted Use: The Leased Premises are to be used by Sub lessee for the sole purpose of [describe] and for no other purpose whatsoever. Sub lessee shall not use or occupy the Leased Premises or permit the same to be used or occupied for any use, purpose or business other than as provided in this Section a) during the Term of this Sublease or any extension thereof.

Prohibited Activities: During the Term of Sublease or any extension thereof, Sub lessee shall not:

Use or permit the Leased Premises to be used for any purpose in violation of any statute, ordinance, rule, order, or regulation of any governmental authority regulating the use or occupancy of the Leased Premises.

Cause or permit any waste in or on the Leased Premises.

Use or permit the use of the Leased Premises in any manner that will tend to create a nuisance or tend to adversely affect or injure the reputation of Sub lessor or its affiliates.

Allow any activity to be conducted on the premises or store any material on the Leased Premises which will increase premiums for or violate the terms of any insurance policy(s) maintained by or for the benefit of Sub lessor.

Store any explosive, radioactive, dangerous, hazardous or toxic materials in or about the Leased Premises.

Use or allow the Leased Premises to be used for sleeping quarters, dwelling rooms or for any unlawful purpose.

Build any fences, walls, barricades or other obstructions; or, install any radio, television, phonograph, antennae, loud speakers, sound amplifiers, or similar devices on the roof, exterior walls or in the windows of the Leased Premises, or make any changes to the interior or exterior of the Leased Premises without Sub lessor's prior written consent.

Operational Permits: Sub lessee, prior to the Commencement Date, shall obtain and thereafter continuously maintain in full force and effect for the Term of this Sublease or any extension thereof, at no cost or expense to Sub lessor, any and all approvals, licenses, or permits required by any lawful authority as of the Commencement Date or imposed thereafter, for the use of Leased Premises, including but not limited to business licenses.

Compliance With Laws: Sub lessee shall comply with all federal, state, county, municipal, or other statutes, laws, ordinances, regulations, rules, or orders of any governmental or quasi-governmental entity, body, agency, commission, board, or official applicable to the Leased Premises and Sub lessee's business.

UTILITIES AND TAXES

- a. **Utility Charges:** Sub lessee shall be responsible for and shall pay, and indemnify and hold Sub lessor and the property of Sub lessor free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Leased Premises during the Term of this Sublease or any extension thereof and for the removal of garbage and rubbish from the Leased Premises during the Term of this Sublease or any extension thereof. Sub lessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Leased Premises and no such failure or interruption shall entitle Sub lessee to terminate this Sublease.
- b. **Personal Property Taxes:** Sub lessee shall be responsible for and shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the equipment, trade fixtures, appliances, merchandise and other personal property situated in, on, or about the Leased Premises including, without limiting the generality of the other terms of this Section, any shelves, counters, vault doors, wall safes, partitions, fixtures, machinery, or office equipment on the Leased Premises, whether put there prior to or after the Commencement Date of this Sublease.
- c. **Real Property Taxes and Assessments:** Sub lessee shall pay directly to the charging authority all taxes (as hereinafter defined) respecting the Leased Premises. Sub lessee shall

pay all taxes on or before [number] days prior to delinquency thereof. Sub lessee shall promptly after payment of any taxes deliver to Sub lessor written receipts or other satisfactory evidence of the payment thereof. As used herein, "taxes" shall mean all taxes, assessments, fees, charges, levies, and penalties (if such penalties result from Sub lessee's delinquency in paying all or any taxes), of any kind and nature, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including, without limitation, all installments of principal and interest required to pay any general or special assessments for public improvements) now or hereafter imposed by any authority having the direct or indirect power to tax, including, without limitation the federal government, and any state, county, city, or other governmental or quasi-governmental authority, and any improvement or assessment district or other agency or division thereof, whether such tax is:

- i. levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Leased Premises (as now constructed or as may at any time hereafter be constructed, altered, or otherwise changed), or any legal or equitable interest of Sub lessor in the Leased Premises or any part thereof; or
- ii. levied or assessed against or with respect to Sub lessor's business of leasing the Leased Premises, or with respect to the operation of the Leased Premises; or
- iii. determined by the area of the Leased Premises or any part thereof, or by the gross receipts, income, or rent and other sums payable hereunder by Sub lessee (including, without limitation, any gross income or excise tax levied with respect to receipt of such rent and/or other sums due under this Sublease); or
- iv. imposed upon this transaction or any document to which Sub lessee is a party creating or transferring any interest in the Leased Premises; or
- v. imposed during the term of this Sublease or any extension thereof because of a change in ownership of the Leased Premises which results in an increase of real property taxes; or
- vi. any tax or excise, however described, imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) in addition to, in substitution partially or totally of, or as an alternate to, any tax previously included within the definition of taxes, or any tax the nature of which was previously included in the definition of taxes, whether or not now customary or within the contemplation of the parties.

Taxes shall also include all charges, levies or fees imposed by reason of environmental regulation or other governmental control of the Leased Premises, and all costs and expenses and reasonable attorneys' fees paid or incurred by Sub lessor in connection with:

- (1) any proceeding to contest in whole or in part the imposition or collection of any taxes;
- (2) negotiation with public authorities as to any taxes.

- d. **Proration of Taxes:** Sub lessee's liability to pay taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the lease Term and its commencement and expiration.
- e. **Tax Delinquency:** Failure of Sub lessee to pay promptly when due any of the charges required to be paid under this Article shall constitute a default under the terms hereof in like manner as a failure to pay rental when due, and if Sub lessor shall elect to pursue an unlawful detainer action upon said default, then Sub lessor shall be entitled to claim as an amount of additional rent owed for purposes of said unlawful detainer the amount of such taxes due and payable by Sub lessee.
- f. **All Other Charges:** Sub lessee shall pay to Sub lessor any and all charges, fees, taxes, and other amounts due from Sub lessor to the master lessor of the Leased Premises prior to its due date, for sums due or owing on or after the date of this Sublease.
- g. **Common Area Maintenance Charges:** Sub lessee shall be responsible for, and shall pay to Sub lessor on demand, any and all costs, fees, charges, assessments, expenses or payments for which Sub lessor is obligated or liable under the Master Lease with respect to the operation, maintenance and repair of common area of the Leased Premises. "Common area" shall include, without limitation, those areas in or about the property of which the Leased Premises are a part, which have been set aside for the general use, convenience and benefit of the occupants of the property and their customers and employees, including, without limitation, the automobile parking areas, sidewalks, landscaped areas and other areas for pedestrian and vehicular use.

To the extent Sub lessor pays estimated amounts for such common area expenses, Sub lessee shall pay such amounts to Sub lessor on demand from Sub lessor and shall be entitled to reimbursements and/or offsets against future common area expenses as such reimbursements or offsets are received by Sub lessor.

MAINTENANCE AND ALTERATIONS

- h. **Maintenance by Sub lessee:** Sub lessee shall, at its sole cost and expense, keep in good and safe condition, order and repair all portions of the Leased Premises and all facilities appurtenant thereto and every part thereof which Sub lessor is responsible to maintain or repair as lessee under the Master Lease, including without limitation, all plumbing, heating, air conditioning, ventilating, sprinkler, electrical and lighting facilities, interior walls, interior surfaces of exterior walls, floors, ceilings, windows, doors, entrances, all glass (including plate glass), and skylights located within the Leased Premises, walkways, parking and service areas within or adjacent to the Leased Premises. If the Leased Premises are not so maintained, and such condition continues [number] hours after notice or exists upon expiration or termination hereof, Sub lessor may cause such maintenance to be performed at Sub lessee's expense and/or may obtain maintenance contracts for the Store and charge the Sub lessee for same. Sub lessor shall, when and if it deems necessary, make any and all repairs on the Leased Premises, and Sub lessee hereby consents to such actions by Sub lessor. Sub lessor may charge the Sub lessee for any of the foregoing repairs, if, in Sub lessor's opinion, such repairs are occasioned by Sub lessee's abuse or neglect. Sub lessee shall not modify, alter, or add to the Leased Premises without the prior written consent of Sub lessor.
- i. **Damage; Abatement of Rent:** Notwithstanding anything in this Sublease to the contrary, Sub lessee at its own cost and expense shall repair and replace as necessary all portions of the Leased Premises damaged by Sub lessee, its employees, agents, invitees, customers or visitors. There shall be no abatement of rent or other sums payable by Sub lessee prior to or during any repairs by Sub lessee or Sub lessor hereunder.
- j. **Alterations and Liens:** Sub lessee shall not make or permit any other person to make any structural changes, alterations, or additions to the Leased Premises or to any improvement thereon or facility appurtenant thereto without the prior written consent of Sub lessor first had and obtained. Sub lessee shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Leased Premises at the instance or request of Sub lessee. As a condition to giving its consent to any proposed alterations, Sub lessor may require that Sub lessee remove any or all of said alterations at the expiration or sooner termination of the Sublease term and restore the Leased Premises to its condition as of the date of Sub lessee's occupation of the Leased Premises. Prior to construction or installation of any alterations, Sub lessor may require Sub lessee to provide Sub lessor, at Sub lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such alterations, to insure Sub lessor against any Liability for mechanic's and materialmen's liens and to insure completion of the work. Should Sub lessee make any alterations without the

prior written consent of Sub lessor, Sub lessee shall remove the same at Sub lessee's expense upon demand by Sub lessor.

- k. **Inspection by Sub lessor:** Sub lessee shall permit Sub lessor or Sub lessor's agents, representatives, designees, or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Sub lessee is complying with the terms of this Sublease and for the purpose of doing other lawful acts that may be necessary to protect Sub lessor's interest in the Leased Premises under this Sublease, or to perform Sub lessor's duties under this Sublease, or to show the Leased Premises to insurance agents, lenders, and other third parties, or as otherwise allowed by law.
- l. **Plans and Permits:** Any alteration that Sub lessee shall desire to make in or about the Leased Premises and which requires the consent of Sub lessor shall be presented to Sub lessor in written form, with proposed detailed plans and specifications therefor prepared at Sub lessee's sole expense. Any consent by Sub lessor thereto shall be deemed conditioned upon Sub lessee's acquisition of all permits required to make such alteration from all appropriate governmental agencies, the furnishing of copies thereof to Sub lessor prior to commencement of the work, and the compliance by Sub lessee with all conditions of said permits in a prompt and expeditious manner, all at Sub lessee's sole cost and expense.
- m. **Construction Work Done by Sub lessee:** All construction work required or permitted to be done by Sub lessee shall be performed by a licensed contractor in a good and workmanlike manner and shall conform in quality and design with the Leased Premises existing as of the Commencement Date, and shall not diminish the value of the Leased Premises in any way whatsoever. In addition, all such construction work shall be performed in compliance with all applicable statutes, ordinances, regulations, codes and orders of governmental authorities and insurers of the Leased Premises. Sub lessee or its agents shall secure all licenses and permits necessary therefor.
- n. **Title to Alterations:** Unless Sub lessor requires the removal thereof, any alterations which may be made on the Leased Premises, shall upon installation or construction thereof on the Leased Premises become the property of Sub lessor and shall remain upon and be surrendered with the Leased Premises at the expiration or sooner termination of the term of this Sublease. Without limiting the generality of the foregoing, all heating, lighting, electrical (including all wiring, conduits, main and subpanels), air conditioning, partitioning, drapery, and carpet installations made by Sub lessee, regardless of how affixed to the Leased Premises, together with all other alterations that have become a part of the Leased Premises, shall be and become the property of Sub lessor upon installation, and shall not be deemed trade fixtures, and shall remain upon and be surrendered with the Leased Premises at the expiration or sooner termination of this Sublease.

- o. **Removal of Alterations:** In addition to Sub lessor's right to require Sub lessee at the time of installation or construction of any alteration to remove the same upon expiration or sooner termination of this Sublease, Sub lessor may elect, by notice to Sub lessee at least [number] days before expiration of the Term hereof, or within [number] days after sooner termination hereof, to acquire Sub lessee to remove any alterations that Sub lessee has made to the Leased Premises. If Sub lessor so elects, Sub lessee shall, at its sole expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such alterations, repair any damage occasioned thereby, and restore the Leased Premises to the condition existing as of the Commencement Date or such other condition as may reasonably be designated by Sub lessor in its election.

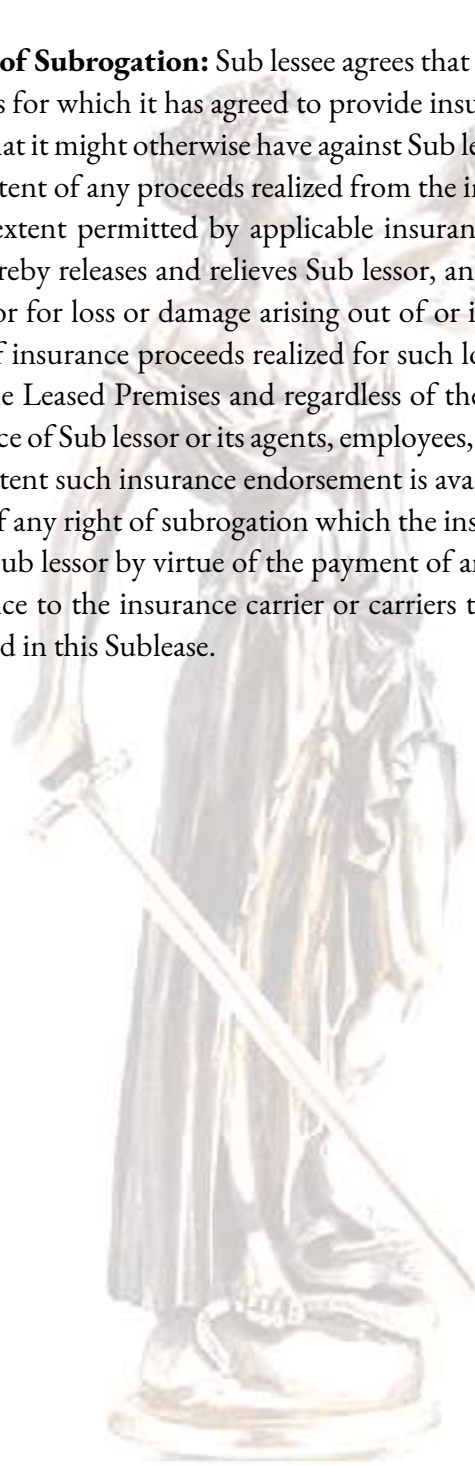
INDEMNITY AND INSURANCE

- p. **Hold-Harmless Clause:** Sub lessee agrees to indemnify, defend and hold Sub lessor, the property of Sub lessor, and the Leased Premises, free and harmless from any and all claims, liability, loss, damage, or expenses incurred by reason of this Sublease or resulting from Sub lessee's occupancy and use of the Leased Premises (other than as a result of the direct gross negligence of Sub lessor), specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:
- i. The death or injury of any person or persons, including Sub lessee, any person who is an employee or agent of Sub lessee, or by reason of the damage to or destruction of any property, including property owned by Sub lessee or any person who is an employee or agent of Sub lessee, and caused or allegedly caused by either the condition of the Leased Premises, or some act or omission of Sub lessee or of some agent, contractor, employee, or invitee of Sub lessee on the Leased Premises;
 - ii. Any work performed on the Leased Premises or materials furnished to the Leased Premises at the instance or request of Sub lessee or any agent or employee of Sub lessee; and
 - iii. Sub lessee's failure to perform any provision of this Sublease or to comply with any requirement of law or any requirement imposed on the use by Sub lessee of the Leased Premises by any governmental agency or political subdivision.
 - iv. Maintenance of the insurance required under this Article shall not relieve Sub lessee of the obligations of indemnification contained in this Section.

- q. **Liability Insurance:** Sub lessee shall, at its own cost and expense, secure and maintain during the term of this Sublease, a comprehensive broad form policy of Combined Single Limit Bodily Injury and Property Damage Insurance issued by a reputable company authorized to conduct insurance business in the State of [state/province] insuring Sub lessee against loss or liability caused by or connected with Sub lessee's use and occupancy of the Leased Premises in an amount not less than [amount] per occurrence.
- r. **Casualty and Fire Insurance:** At all times during the Term hereof, Sub lessee shall keep the Leased Premises and personal property thereon insured against loss or damage by fire, windstorm, hail, explosion, damage from vehicles, smoke damage, vandalism, casualty and malicious mischief and such other risks as are customarily included in "all risk" extended insurance coverage, including coverage for business interruption, in an amount equal to not less than [number] of the actual replacement value of the Leased Premises and the personal property, fixtures, and other property on the Leased Premises.
- s. **Workers' Compensation Insurance:** During the term of this Sublease, Sub lessee shall comply with all Workers' Compensation laws applicable on the date hereof or enacted thereafter and shall maintain in full force and effect a Workers' Compensation Insurance policy covering all employees in any way connected with the business conducted by Sub lessee pursuant to this Sublease and shall pay all premiums, contributions, taxes and such other costs and expenses as are required to be paid incident to such insurance coverage, all at no cost to Sub lessor.
- t. **Policy Form:** The policies of insurance required to be secured and maintained under this Sublease shall be issued by good, responsible companies, qualified to do business in the State of [state/province], with a general policy holders' rating of at least "A". Executed copies of such policies of insurance or certificates thereof shall be delivered to Sub lessor and to the Master Lessor under the Master Lease not later than [number] days prior to the commencement of business operations of Sub lessee at the Leased Premises and thereafter, executed copies of renewal policies of insurance or certificates thereof shall be delivered to Sub lessor within [number] days prior to the expiration of the term of each such policy. All such policies of insurance shall contain a provision that the insurance company writing such policy(s) shall give Sub lessor at least [number] days' written notice in advance of any cancellation or lapse, or the effective date of any reduction in the amounts or other material changes in the provisions of such insurance. All policies of insurance required under this Sublease shall be written as primary coverage and shall list the Master Lessor under the Master Lease and the Sub lessor as loss payees and as additional insureds. If Sub lessee fails to procure or maintain in force any insurance as required by this Section or to furnish the certified copies or certificates thereof required hereunder, Sub lessor may, in addition to all other remedies it may have, procure such insurance and/or certified copies or certificates,

and Sub lessee shall promptly reimburse Sub lessor for all premiums and other costs incurred in connection therewith.

- u. **Waiver of Subrogation:** Sub lessee agrees that in the event of loss or damage due to any of the perils for which it has agreed to provide insurance, Sub lessee hereby waives any and all claims that it might otherwise have against Sub lessor with respect to any risk insured against to the extent of any proceeds realized from the insurance coverage to compensate for a loss. To the extent permitted by applicable insurance policies without voiding coverage, Sub lessee hereby releases and relieves Sub lessor, and waives its entire right of recovery against Sub lessor for loss or damage arising out of or incident to the perils insured against to the extent of insurance proceeds realized for such loss or damage, which perils occur in, on or about the Leased Premises and regardless of the cause or origin, specifically including the negligence of Sub lessor or its agents, employees, contractors and/or invitees. Sub lessee shall to the extent such insurance endorsement is available, obtain for the benefit of Sub lessor a waiver of any right of subrogation which the insurer of such party might otherwise acquire against Sub lessor by virtue of the payment of any loss covered by such insurance and shall give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Sublease.



SIGNS AND TRADE FIXTURES

- a. **Installation of Trade Fixtures:** For so long as Sub lessee is not in default of any of the terms, conditions and covenants of this Sublease, Sub lessee shall have the right at any time and from time to time during the Term of this Sublease and any renewal or extension of such term, at Sub lessee's sole cost and expense, to install and affix in, to, or on the Leased Premises such items (hereinafter called "trade fixtures"), for use in Sub lessee's trade or business as Sub lessee may, in its reasonable discretion, deem advisable.
- b. **Signs:** Subject to any and all requirements now or hereinafter enacted by any municipal, county, or state regulatory agency having jurisdiction thereover and subject to Sub lessor's written consent, Sub lessee may erect at Sub lessee's cost, a sign on the Leased Premises identifying the Leased Premises. Sub lessee shall maintain, at Sub lessee's sole cost and expense, said sign.
- c. **Removal of Signs and Trade Fixtures:** In addition to Sub lessor's right to require Sub lessee at the time of installation of any sign or trade fixtures to remove the same upon expiration or sooner termination of this Sublease, Sub lessor may elect, by notice to Sub lessee at least [number] days before expiration of the Term hereof, or within [number] days after sooner termination hereof, to require Sub lessee to remove any sign or trade fixture owned by Sub lessee. If Sub lessor so elects, Sub lessee shall at its sole cost and expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such sign or trade fixture owned by Sub lessee. If Sub lessor so elects, Sub lessee shall, at its sole cost and expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such sign or trade fixture, repair any damage occasioned thereby, and restore the Leased Premises to the condition existing as of the Commencement Date or such other condition as may reasonably be designated by Sub lessor in its election.

CONDEMNATION AND DESTRUCTION

- a. **Total Condemnation:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of all of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Sublease shall terminate as of the date actual physical possession of the Leased Premises is taken by the agency or entity exercising the power of eminent domain and both Sub lessor and Sub lessee shall thereafter be released from all obligations under this Sublease.

- b. **Termination Option for Partial Condemnation:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of more than [%] of the floor area of the Leased Premises, and/or more than [%] of the parking area of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, Sub lessor may terminate this Sublease. The option herein reserved shall be exercised by giving written notice on or before [number] days after actual physical possession of the portion subject to the eminent domain power is taken by the agency or entity exercising that power and this Sublease shall terminate as of the date the notice is deemed given.
- c. **Partial Condemnation Without Termination:** Should Sub lessee or Sub lessor fail to exercise the termination option described in this Article, or should the portion of the Leased Premises taken under the power of eminent domain be insufficient to give rise to the option therein described, then, in that event:
- i. This Sublease shall terminate as to the portion of the Leased Premises taken by eminent domain as of the day (hereinafter called the “date of taking”), actual physical possession of that portion of the Leased Premises is taken by the agency or entity exercising the power of eminent domain;
 - ii. Base Minimum Rent to be paid by Sub lessee to Sub lessor pursuant to the terms of this Sublease shall, after the date of taking, be reduced by an amount that bears the same ratio to the Base Minimum Rent specified in this Sublease as the square footage of the actual floor area of the Leased Premises taken under the power of eminent domain bears to the total square footage of floor area of the Leased Premises as of the date of this Sublease; and
 - iii. Except to the extent the Master Lessor under the Master Lease is so obligated, Sub lessee, at Sub lessee’s own cost and expense shall remodel and reconstruct the building remaining on the portion of the Leased Premises not taken by eminent domain into a single efficient architectural unit in accordance with plans mutually approved by the parties hereto as soon after the date of taking, or before, as can be reasonably done.
- d. **Condemnation Award:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of all or any portion of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, the compensation or damages for the taking awarded shall belong to and be the sole property of the Sub lessor.

- e. **Destruction:** (a) In the event the Leased Premises are damaged or destroyed and the total costs and expenses for repairing or reconstructing the Leased Premises exceeds the sum of [amount], Sub lessor, at Sub lessor's option, may:
- i. Continue this Sublease in full force and effect by restoring, repairing or rebuilding the Leased Premises at Sub lessor's own cost and expense or through insurance coverage; or
 - ii. Terminate this Sublease by serving written notice of such termination on Sub lessee no later than [number] days following such casualty, in which event this Sublease shall be deemed to have been terminated on the date of such casualty.
 - iii. In the event the Leased Premises are damaged or destroyed and Sub lessee will not be able to operate any business thereon for [number] consecutive days, Sub lessee, at Sub lessee's option, may terminate this Sublease by serving written notice of such termination on Sub lessor no later than [number] days following such casualty, in which event this Sublease shall be deemed terminated on the date of such casualty; provided, however, that such termination right shall not be applicable unless Sub lessor has a similar termination right under the Master Lease.
 - iv. Should Sub lessor or the Master Lessor under the Master Lease elect to repair and restore the Leased Premises to their former condition following partial or full destruction of the Leased Premises:
 1. Sub lessee shall not be entitled to any damages for any loss or inconvenience sustained by Sub lessee by reason of the making of such repairs and restoration.
 2. Sub lessor and such Master Lessor shall have full right to enter upon and have access to the Leased Premises, or any portion thereof, as may be reasonably necessary to enable such parties promptly and efficiently to carry out the work of repair and restoration.
- f. **Damage by Sub lessee:** Sub lessee shall be responsible for and shall pay to Sub lessor any and all losses, damages, costs, and expenses, including but not limited to attorney's fees, resulting from any casualty loss caused by the negligence or wilful misconduct of Sub lessee or its employees, agents, contractors, or invitees.

SUBLEASING, ASSIGNMENT, DEFAULT AND TERMINATION

- v. **Subleasing and Assignment:** Sub lessee shall not sell, assign, hypothecate, pledge or otherwise transfer this Sublease, or any interest therein, either voluntarily, involuntarily, or by operation of law, and shall not sublet the Leased Premises, or any part thereof, or any right or privilege appurtenant thereto, for any reason whatsoever, or permit the occupancy thereof by any person, persons, or entity through or under it, or grant a security interest in Sub lessee's interest in the Leased Premises or this Sublease or any fixtures located on the Leased Premises, without the prior written consent of Sub lessor first had and obtained, which may be given or withheld in the Sub lessor's sole and absolute discretion. For the purpose of this Section, any dissolution, merger, consolidation or other reorganization of Sub lessee, or any change or changes in the stock ownership of Sub lessee, which aggregates [%] or more of the capital stock of Sub lessee shall be deemed to be an assignment of this Sublease. Sub lessee shall not mortgage, hypothecate or encumber this Sublease. Sub lessor's consent to one assignment, subletting, occupancy, or use by any other person, entity or entities shall not relieve Sub lessee from any obligation under this Sublease and shall not be deemed to be a consent to any subsequent assignment, subletting, occupancy or use. Any assignment, pledge, subletting, occupancy or use without Sub lessor's written consent shall be void and shall, at the option of the Sub lessor, terminate this Sublease.

Should this Sublease be assigned, or should the Leased Premises or any part thereof be sublet or occupied by any person or persons other than the original Sub lessee hereunder, Sub lessor may collect rent from the assignee, sub lessee or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a consent to such assignment, subletting or occupancy or a waiver of any term of this Sublease, nor shall it be deemed acceptance of the assignee, sub lessee or occupant as a tenant, or a release of Sub lessee from the full performance by Sub lessee of all the terms, provisions, conditions and covenants of this Sublease.

In the event Sub lessee wishes to assign this Sublease or sublet or allow the use of the Leased Premises or any part thereof, Sub lessee shall give Sub lessor not less than [number] days written notice thereof and shall, in such notice, provide the name of the proposed assignee or sub lessee, its proposed use of the Leased Premises, its background, such financial and credit information as Sub lessor may require to determine the business experience, financial stability and creditworthiness of the proposed assignee or sub lessee, and such additional information as Sub lessor may request. Sub lessee shall also pay Sub lessor a one-time administrative fee of [amount] to reimburse Sub lessor for its costs of reviewing, analyzing and processing the request for consent to assignment or subletting.

In addition to its right to consent or refuse to consent to a proposed assignment Sub lessor shall have the option, exercisable by written notice to Sub lessee within the [number] days after Sub lessee gives Sub lessor written notice of its desire to assign the Sublease, to terminate this Sublease with respect to the entire Leased Premises upon a date specified in said notice to Sub lessee not less than [number] days nor more than [number] days after the date of said notice and retake the Leased Premises for its own use. If Sub lessor exercises such option, Sub lessee shall nonetheless have the right, exercisable by notice given to Sub lessor within [number] days after Sub lessor's notice of exercise is given, to withdraw the proposed assignment from consideration, in which event the exercise of Sub lessor's option shall be of no force or effect and, except for the payment of the fee provided for in Subsection (c) above, the assignment shall be deemed not to have been proposed. If Sub lessor does not elect to exercise its option to terminate this Lease and consents to the assignment or sublease, said assignee or sub lessee shall pay directly to Sub lessor all rent or other consideration payable by the assignee or sub lessee in excess of the amount of rent or other consideration payable by Sub lessee to Sub lessor hereunder (whether denominated as rent or otherwise) and shall expressly assume Sub lessee's obligations hereunder.

As a condition to Sub lessor's consent to an assignment or subletting, Sub lessor shall be entitled to receive (i) in the case of a subletting, [%] of all rent (however denominated and paid) payable by the subtenant to Sub lessee in excess of that payable by Sub lessee to Sub lessor pursuant to the other provisions of this Sublease, and (ii) in the case of an assignment, [%] of all consideration given, directly or indirectly, by the assignee to Sub lessee in connection with such assignment. For purposes of this paragraph, the term "rent" shall mean and include all consideration paid or given, directly or indirectly, for the use of the Leased Premises or any portion thereof, and the term "consideration" shall mean and include money, services, property or any other thing of value such as payment of costs, cancellation of indebtedness, discounts, rebates and the like. Any rent or other consideration which is to be passed through to Sub lessor pursuant to this paragraph shall be paid to Sub lessor promptly upon receipt by Sub lessee and shall be paid in cash, regardless of the form in which received by Sub lessee. In the event any rent or other consideration received by Sub lessee is in a form other than cash, Sub lessee shall pay to Sub lessor in cash the fair value of Sub lessor's portion of such consideration.

- w. **Events of Default:** Sub lessee's failure to timely pay any rent, taxes or other charges required to be paid pursuant to the terms of this Sublease shall constitute a material breach of this Sublease and an event of default if not paid by Sub lessee within [number] days of the date such rent, taxes or charges are payable. Events of default under this Sublease shall also include, without limitation, the events hereinafter set forth, each of which shall be deemed a material default of the terms of the Sublease if not fully cured within [number] days of occurrence. Such events shall include:
 - i. Sub lessee's failure to perform or observe any term, provisions, covenant, agreement or condition of this Sublease;

- ii. Sub lessee breaches this Sublease and abandons the Leased Premises before expiration of the Term of this Sublease;
 - iii. Any representation or warranty made by Sub lessee in connection with this Sublease between Sub lessee and Sub lessor proving to have been incorrect in any respect;
 - iv. Sub lessee's institution of any proceedings under the Bankruptcy Act, as such Act now exists or under any similar act relating to the subject of insolvency or bankruptcy, whether in such proceeding Sub lessee seeks to be adjudicated a bankrupt, or to be discharged of its debts or effect a plan of liquidation, composition or reorganization;
 - v. The filing against Sub lessee of any involuntary proceeding under any such bankruptcy laws;
 - vi. Sub lessee's becoming insolvent or being adjudicated a bankrupt in any court of competent jurisdiction, or the appointment of a receiver or trustee of Sub lessee's property, or Sub lessee's making an assignment for the benefit of creditors;
 - vii. The issuance of a writ of attachment by any court of competent jurisdiction to be levied on this Lease; or
 - viii. Any event which is an event of default under the Master Lease or which would become so with the passage of time or the giving of notice or both.
- x. **Sub lessor's Remedies for Sub lessee's Default:** Upon the occurrence of any event of default described in Section 10.02 hereof, Sub lessor may, at its option and without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:
- i. Sub lessor may terminate Sub lessee's right to possession of the Leased Premises by giving written notice to Sub lessee. If Sub lessor gives such written notice, then on the date specified in such notice, this Sublease and Sub lessee's right of possession shall terminate. No act by Sub lessor other than giving such written notice to Sub lessee shall terminate this Sublease. Acts of maintenance, efforts to relet the Leased Premises, or the appointment of a receiver on Sub lessor's initiative to protect Sub lessor's interest under this Sublease shall not constitute a termination of Sub lessee's right to possession. On termination, Sub lessor has the right to recover from Sub lessee:

1. The worth at the time of the award of the unpaid rent and other charges that had been earned or owed to Sub lessor at the time of termination of this Sublease;
 2. The worth at the time of the award of the amount by which (a) the unpaid rent and other charges that would have been earned or owed to Sub lessor after the date of termination of this Sublease until the time of award exceeds (b) the amount of such rental loss that Sub lessee proves could have been reasonably avoided;
 3. The worth at the time of the award of the amount by which (a) the unpaid rent and other charges for the balance of the term after the time of award exceeds (b) the amount of such rental loss that Sub lessee proves could have been reasonably avoided; and
 4. Any other amount necessary to compensate Sub lessor for all the detriment caused by Sub lessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including without limitation any costs or expenses incurred by Sub lessor in recovering possession of the Leased Premises, maintaining or preserving the Leased Premises after such default, preparing the Leased Premises for reletting to a new tenant, or any repairs or alterations to the Leased Premises for such reletting, and all leasing commissions, reasonable attorney's fees, architect's fees and any other costs incurred by Sub lessor to relet the Leased Premises or to adapt them to another beneficial use. Sub lessee shall also indemnify, defend and hold Sub lessor harmless from all claims, demands, actions, liabilities and expenses (including but not limited to reasonable attorney's fees and costs) arising prior to the termination of this Sublease or arising out of Sub lessee's use or occupancy of the Leased Premises.
- ii. Sub lessor may, in any lawful manner, re-enter and take possession of the Leased Premises without terminating this Sublease or otherwise relieving Sub lessee of any obligation hereunder. Sub lessor is hereby authorized, but not obligated (except to the extent required by law), to relet the Leased Premises or any part thereof on behalf of the Sub lessee, to use the premises for its or its affiliates' account, to incur such expenses as may be reasonably necessary to relet the Leased Premises, and relet the Leased Premises for such term, upon such conditions and at such rental as Sub lessor in its sole discretion may determine. Until the Leased Premises are relet by Sub lessor, if at all, Sub lessee shall pay to Sub lessor all amounts required to be paid by Sub lessee hereunder. If Sub lessor relets the Leased Premises or any portion thereof,

such reletting shall not relieve Sub lessee of any obligation hereunder, except that Sub lessor shall apply the rent or other proceeds actually collected by it as a result of such reletting against any amounts due from Sub lessee hereunder to the extent that such rent or other proceeds compensate Sub lessor for the non-performance of any obligation of Sub lessee hereunder. Such payments by Sub lessee shall be due at such times as are provided elsewhere in this Sublease, and Sub lessor need not wait until the termination of this Sublease, by expiration of the term hereof or otherwise, to recover them by legal action or in any other manner. Sub lessor may execute any lease made pursuant hereto in its own name, and the tenant thereunder shall be under no obligation to see to the application by Sub lessor of any rent or other proceeds by Sub lessor, nor shall Sub lessee have any right to collect any such rent or other proceeds. Sub lessor shall not by any re-entry or other act be deemed to have accepted any surrender by Sub lessee of the Leased Premises or Sub lessee's interest therein, or be deemed to have otherwise terminated this Sublease, or to have relieved Sub lessee of any obligation hereunder, unless Sub lessor shall have given Sub lessee express written notice of Sub lessor's election to do so as set forth herein.

- iii. Even though Sub lessee has breached this Sublease and may have abandoned or vacated the Leased Premises, this Sublease shall continue in effect for so long as Sub lessor does not terminate Sub lessee's right to possession, and Sub lessor may enforce all its rights and remedies under this Sublease, including the right to recover the rent and other charges as they become due under this Lease.
- iv. In the event any personal property of Sub lessee remains at the Leased Premises after Sub lessee has vacated, it shall be dealt with in accordance with the statutory procedures provided by applicable law dealing with the disposition of personal property of Sub lessee remaining on the Leased Premises after Sub lessee has vacated.
- v. Sub lessor may exercise any right or remedy reserved to the Master Lessor under the Master Lease (each of which rights and remedies are hereby incorporated herein), and any other remedy or right now or hereafter available to a landlord against a defaulting tenant under applicable law or the equitable powers of its courts, whether or not otherwise specifically reserved herein.
- vi. Sub lessor shall be under no obligation to observe or perform any provision, term, covenant, agreement or condition of this Sublease on its part to be observed or performed which accrues after the date of any default by Sub lessee hereunder.

- vii. Any legal action by Sub lessor to enforce any obligation of Sub lessee or in the pursuance of any remedy hereunder shall be deemed timely filed if commenced at any time prior to [number] year after the expiration of the term hereof or prior to [number] years after the cause of action accrues, whichever period expires later.
- viii. In any action of unlawful detainer commenced by Sub lessor against Sub lessee by reason of any default hereunder, the reasonable rental value of the Leased Premises for the period of the unlawful detainer shall be deemed to be the amount of rent and additional charges reserved in this Sublease for such period.
- ix. Sub lessee hereby waives any right of redemption or relief from forfeiture under any present or future law, if Sub lessee is evicted or Sub lessor takes possession of the Leased Premises by reason of any default by Sub lessee hereunder.
- x. No delay or omission of Sub lessor to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Sub lessee hereunder.
- y. **Receiver:** Upon the occurrence of any event of default as defined in Article 16 b) hereof or in any action instituted by Sub lessor against Sub lessee to take possession of the Leased Premises and/or to collect Base Minimum Rent, or any other charge due hereunder, a receiver may be appointed at the request of Sub lessor to collect such rents and profits, to conduct the business of Sub lessee then being carried on in the Leased Premises and to take possession of any property belonging to Sub lessee and used in the conduct of such business and use the same in conducting such business on the Leased Premises without compensation to Sub lessee for such use. Neither the application nor the appointment of such receiver shall be construed as an election on the Sub lessor's part to terminate this Sublease unless written notice of such intention is given by Sub lessor to Sub lessee.
- z. **Attorneys' Fees:** If as a result of any breach or default in the performance of any of the provisions of this Sublease, Sub lessor uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Sublease or evict Sub lessee, Sub lessee shall reimburse Sub lessor upon demand for any and all attorneys' fees and expenses so incurred by Sub lessor, including without the limitation appraisers' and expert witness fees; provided that if Sub lessee shall be the prevailing party in any legal action brought by Sub lessor against Sub lessee, Sub lessee shall be entitled to recover the fees of its attorneys in such amount as the court may adjudge reasonable. Sub lessee shall advance to Sub lessor any and all attorneys' fees and expenses to be incurred or incurred by Sub lessor in connection with any modifications to this Sublease proposed by

Sub lessee, any proposed assignment of this Sublease by Sub lessee or any proposed subletting of the Leased Premises by Sub lessee.

- aa. **Cumulative Remedies; No Waiver:** The specified remedies to which Sub lessor may resort under the terms hereof are cumulative and are not intended to be exclusive of any other remedy or means of redress to which Sub lessor may be lawfully entitled in case of any breach or threatened breach by Sub lessee of any provision hereof. If for any reason Sub lessor fails or neglects to take advantage of any of the terms of this Sublease providing for termination or other remedy, any such failure of Sub lessor shall not be deemed to be a waiver of any default of any of the provisions, terms, covenants, agreements or conditions of this Sublease. The waiver by Sub lessor of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant herein contained. None of the provisions, terms, covenants, agreements or conditions hereof can be waived except by the express written consent of Sub lessor. Subsequent acceptance of rent hereunder by Sub lessor shall not be deemed to be a waiver of any preceding breach by Sub lessee of any provision, term, covenant, agreement or condition of this Sublease other than the failure of Sub lessee to pay the particular rental accepted, regardless of Sub lessor's knowledge of such preceding breach at the time of acceptance of such rent.

ESTOPPEL

At any time and from time to time, upon request in writing from Sub lessor, Sub lessee agrees to execute, acknowledge, and deliver to Sub lessor a statement in writing within [number] days of request, certifying that this Sublease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications), the commencement and termination dates, the Base Minimum Rent, the other charges payable hereunder the dates to which the same have been paid, and such other items as Sub lessor may reasonably request. It is understood and agreed that any such statement may be relied upon by any mortgagee, beneficiary, or grantee of any security or other interest, or any assignee of any thereof, under any mortgage or deed of trust now or hereafter made covering any leasehold interest in the Leased Premises, and any prospective purchaser of the Leased Premises.

9. Force Majeure – Unavoidable Delays

Should the performance of any act required by this Sublease to be performed by either Sub lessor or Sub lessee be prevented or delayed by reason of an act of God, war, civil commotion, fire, flood, or other like casualty, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or

regulations, unusually severe weather, or any other cause, except financial inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall excuse the prompt payment of rent or other monies due by Sub lessee as required by this Sublease or the performance of any act rendered difficult solely because of the financial condition of the party, Sub lessor or Sub lessee, required to perform the act.

10. Notices

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Sublease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Sub lessor or Sub lessee, to whom it is directed or any managing employee of such party, or, in lieu of such personal service, [number] hours after deposit in the United States mail, certified or registered mail, with postage prepaid, or when transmitted by telecopy or facsimile addressed to the parties as set forth on the signature page hereof. Either party, Sub lessor or Sub lessee, may change the addresses herein contained for purposes of this Section by giving written notice of the change to the other party in the manner provided in this Section.

11. Amendments

No amendment, change or modification of this Sublease shall be valid and binding unless such is contained in a written instrument executed by the parties hereto and which instrument expresses the specific intention of the parties to amend, change or modify this Sublease.

12. Accord and Satisfaction

No payment by Sub lessee or receipt by Sub lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent earliest in time, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Sub lessor may accept such check or payment without prejudice to Sub lessor's right to recover the balance of such rent or pursue any other remedy provided in this Sublease or by law.

13. No Agency Created

Nothing contained in this Sublease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between Sub lessor and Sub lessee other than sub lessor and sub lessee.

14. Brokerage Commission

Sub lessee represents that neither it nor any of its affiliates has engaged the services of any real estate broker, finder, or any other person or entity in connection with this lease transaction and therefore should Sub lessee be found to be in violation of such representation, Sub lessee shall indemnify Sub lessor against any and all claims for brokerage commissions or finders fees in connection with this transaction, and to indemnify, defend and hold Sub lessor free and harmless from all liabilities arising from any such claim, including without limitation, attorneys' fees in connection therewith.

15. Sole and Only Agreement

This instrument constitutes the sole and only agreement between Sub lessor and Sub lessee respecting the Leased Premises or the leasing of the Leased Premises to Sub lessee. Sub lessor shall have no obligations to Sub lessee, whether express or implied, other than those specifically set forth in this Sublease.

16. Severability and Governing Law

This Sublease shall be governed by the laws of the State of [state/province]. Whenever possible each provision of this Sublease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Sublease shall be prohibited, void, invalid, or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, voidability, or enforceability without invalidating the remainder of such, or the remaining provisions of this Sublease.

17. Construction and Headings

All references herein in the singular shall be construed to include the plural, and the masculine, and the masculine to include the feminine or neuter gender, where applicable, and where the context shall require. Section headings are for convenience of reference only and shall not be construed as part of this Sublease nor shall they limit or define the meaning of any provision herein. The provisions of this

Sublease shall be construed as to their fair meaning, and not strictly for or against Sub lessor or Sub lessee.

18. Effect of Execution

The submission of this Sublease for examination shall not effect any obligation on the part of the submitting or examining party and this Sublease shall become effective only upon the complete execution thereof by both Sub lessor and Sub lessee.

19. Inurement

Sub lessor shall have the full and unencumbered right to assign this Sublease. The covenants, agreements, restrictions, and limitations contained herein shall also be binding on Sub lessee's permitted successors and assigns.

20. Time of Essence

Time is expressly declared to be of the essence.

21. No Light, Air or View Easement

Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Leased Premises shall in no way affect this Sublease or impose any liability on Sub lessor.

22. Triple Net Lease

It is the purpose and intent of Sub lessor and Sub lessee that this Sublease be deemed and construed to be a "triple net lease" so that Sub lessor shall receive all rentals and other sums specified hereunder during the term of this Sublease, free from any and all charges, costs, assessments, expenses, deductions and/or set-offs of any kind or nature whatsoever, and Sub lessor shall not be expected or required to pay any such charge, assessment or expense, or be under any obligation or liability hereunder, except as herein expressly set forth. All charges, costs, expenses and obligations of any nature relating to the repair, restoration, alteration, maintenance and operation of the Leased Premises shall be paid by Sub lessee, except as otherwise herein expressly set forth, and Sub lessor shall be indemnified and held harmless by Sub lessee from and against such charges, costs, expenses and obligations.

23. Authority

Each individual executing this Sublease on behalf of Sub lessee and the Sub lessee (if Sub lessee is a corporation or other entity) does hereby covenant and warrant that (i) Sub lessee is a duly authorized and validly existing entity, (ii) Sub lessee has and is qualified to do business in California, (iii) the entity has full right and authority to enter into this Sublease, and (iv) each person executing this Sublease on behalf of the entity was authorized to do so.

24. Survival

All obligations of Sub lessee under this Sublease, including without limitation the obligations to pay Base Minimum Rent, shall survive the expiration or termination of this Sublease.

25. Waiver

Sub lessee hereby waives any rights it may have under the provisions of [law or code], if applicable, and any similar statutes regarding repair of the Leased Premises or termination of this Sublease after destruction of all or any part of the Leased Premises.

26. Recordation

Sub lessee shall not record this Sublease or a short form memorandum hereof without the prior written consent of the Sub lessor.

27. Transfer of Master Lease

In the event of any assignment or transfer of the Master Lease by Sub lessor to any other party or entity, Sub lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Sublease arising out of any act, occurrence or omission occurring after the consummation of such assignment or transfer; and the assignee or such transferee shall be deemed, without any further agreement between parties or their successors in interest or between the parties and any such assignee or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of the Sub lessor under this Sublease. Sub lessee hereby agrees

to attorn to any such assignee or trustee. Sub lessee agrees to execute any and all documents deemed necessary or appropriate by Sub lessor to evidence the foregoing.

28. Subordination, Attornment

Without the necessity of any additional document being executed by Sub lessee for the purpose of effecting a subordination, this Sublease shall in all respects be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Leased Premises or Sub lessor's interest or estate is specified as security. Notwithstanding the foregoing, Sub lessor shall have the right to subordinate or cause to be subordinated any lien or encumbrance to this Sublease. In the event that any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Sub lessee shall, notwithstanding any subordination, attorn to and become the sub lessee of the successor in interest to Sub lessor, at the option of such successor in interest. Sub lessee covenants and agrees to execute and deliver, upon demand by Sub lessor and in the form requested by Sub lessor, any additional documents evidencing the priority or subordination of this Sublease.

29. No Merger

The voluntary or other surrender of this Sublease by Sub lessee, or a mutual cancellation hereof, shall not work a merger, and shall, at the option of Sub lessor, terminate all or any existing subleases or subtenancies or may, at the option of Sub lessor, operate as an assignment to Sub lessor of any or all such subleases or subtenancies.

30. Right of Sub lessor to Perform

All terms, covenants and conditions of this Sublease to be performed or observed by Sub lessee shall be performed or observed by Sub lessee at its sole cost and expense and without any reduction of rent of any nature payable hereunder. If Sub lessee shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other term or covenant hereunder on its part to be performed, Sub lessor, without waiving or releasing Sub lessee from any obligation of Sub lessee hereunder, may, but shall not be obligated to, make any such payment or perform any such other term or covenant on Sub lessee's part to be performed. All sums so paid by Sub lessor and all necessary costs of such performance by Sub lessor, together with interest thereon from the date of payment at the rate eighteen percent (18%) or the highest rate permissible by law, whichever is less, shall be paid, and Sub lessee covenants to make such payment, to Sub lessor on demand, and Sub lessor shall have, in addition

to any over right or remedy of Sub lessor, the same rights and remedies in the event of nonpayment thereof by Sub lessee as in the case of failure in the payment of rent hereunder.

31. Modification for Lender

If, in connection with obtaining any type of financing, Sub lessor's lender shall request reasonable modifications to this Sublease as a condition to such financing, Sub lessee shall not unreasonably withhold, delay or defer its consent thereto, provided such modifications do not materially adversely affect Sub lessee's rights hereunder.

32. Sub lessor's Personal Liability

The liability of Sub lessor to Sub lessee for any default by Sub lessor under the terms of this Sublease shall be limited to the interest of Sub lessor in the Leased Premises and Sub lessee agrees to look solely to Sub lessor's interest in the Leased Premises for the recovery of any judgment from Sub lessor, it being intended that Sub lessor shall not be personally liable for any judgment or deficiency.

33. Breach by Landlord

Sub lessor shall not be deemed to be in breach in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within [number] days after written notice by Sub lessee to Sub lessor specifying wherein Sub lessor has failed to perform such obligation; provided, however, that if the nature of Sub lessor's obligation is such that more than [number] are required for its performance then Sub lessor shall not be deemed to be in breach if it shall commence such performance within such [number] day period and thereafter diligently prosecute the same to completion. In any event, Sub lessee must bring an action for breach of this Sublease within [number] year of Sub lessor's breach or be deemed to have waived the breach and not harmed thereby.

34. Survival of Indemnities

The obligations of the indemnifying party under each and every indemnification and hold harmless provision contained in this Sublease shall survive the expiration or earlier termination of this Sublease to and until the last to occur of (a) the last date permitted by law for bringing of any claim or action with respect to which indemnification may be claimed by the indemnified party against the indemnifying party under such provision or (b) the date on which any claim or action for which indemnification may

be claimed under such provision is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by the indemnifying party and the indemnified party is reimbursed by the indemnifying party for any amounts paid by the indemnified party in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including attorneys' fees incurred.

35. OPTION TO RENEW

Subject to the receipt by lessee of an extension of the original lease agreement for a sufficient duration to include this renewal, at any time before the commencement of the last calendar month of the first term of this sublease agreement, sub lessee is granted the option and privilege of extending and renewing the term of this sublease agreement for an additional [number]-year period at an annual rental to be agreed on or arbitrated as provided in this sublease agreement.

36. Meaning of Consent

Whenever an act or provision contained in this Sublease is conditioned upon the consent or approval of Sub lessor, this shall be interpreted to mean, unless otherwise specified to the contrary, that the Sub lessor has the full unconditional right and sole discretion as to whether or not to give its consent, which may only be given in writing.

37. QUIET ENJOYMENT

If sub lessee performs the terms of this sublease agreement, lessee will warrant and defend sub lessee in the enjoyment and peaceful possession of the demised premises during the term of this sublease agreement without any interruption by lessee or lessor or either of them or any person rightfully claiming under either of them.

38. Master Lease

Notwithstanding anything in this Sublease to the contrary, the rights of Sub lessee shall be subject to the terms and conditions contained in the lease ("Master Lease") between Sub lessor and the owner of the Leased Premises (the "Master Lessor"), as it may be amended from time to time. Sub lessee shall assume and perform and comply with the obligations of the lessee under the Master Lease to the same extent as if references to the Sub lessor therein were references to Sub lessee (all of which obligations are hereby incorporated herein), including, without limitation, the payment of any and all costs, expenses, charges, fees, taxes, payments or other monetary obligations (except for minimum rent and percentage rent) for

which Sub lessor is liable or responsible under the Master Lease, as such costs, expenses, charges, fees, taxes, payment or other monetary obligations come due. Sub lessee shall not commit or permit to be committed on the Leased Premises any act or omission which shall violate any term or condition of the Master Lease. Notwithstanding anything in this Sublease to the contrary, the effectiveness of this Sublease shall be conditioned upon Sub lessor obtaining the written consent of the Master Lessor (if such consent is required under the Master Lease), in form and substance satisfactory to Sub lessor, within ten (10) days of the date hereof. If the Master Lease terminates for any reason, this Sublease shall terminate coincidentally therewith without any liability of Sub lessor to Sub lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUB LESSOR

SUB LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A

TO SUBLEASE

DESCRIPTION OF LEASED PREMISES

TERMINATION OF LEASE OBLIGATION

This Release Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

On [date], a lease agreement was executed between Lessor and Lessee for the premises located at [address], a copy of which is attached hereto and made a part hereof.

[facts giving rise to this release]

The parties desire to settle all claims of Lessor with respect to said lease and to terminate all obligations of either party thereunder.

Therefore, in consideration of [amount], from Lessee, receipt of which is hereby acknowledged, Lessor does hereby release Lessee from all obligations and duties of Lessee set forth in the above referenced lease.

Lessor, for himself, his heirs, his legal representatives and his assigns also releases Lessee, his heirs, his legal representatives and his assigns from all claims, demands and causes of action that lessor had, has or may have against lessee or against his heirs, legal representatives or assigns in regard to said lease.

In consideration of the release set forth above, Lessee hereby surrenders all rights in and to the subject leased premises. That possession of said premises shall be delivered up to Lessor immediately upon the execution of this instrument, and that Lessor is relieved of any responsibilities or obligations under the aforementioned lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

LOCATION WORKSHEET

Answer the following questions by indicating whether it is a strength (S) or weakness (W) of the potential site as it relates to your business. Once you have completed a work sheet for each prospective location, compare the relative strengths and weaknesses of each site to determine the value of each to the strategic success of your business.

CONCERNS AND QUESTIONS	S	W	NOTES
Is the facility large enough for your business?			
Does it meet your layout requirements well?			
Does the building need any repairs?			
Will you have to make any leasehold improvements?			
Do the existing utilities meet your needs, or will you have to do any rewiring or plumbing work? Is ventilation adequate?			
Is the facility easily accessible to your potential clients or customers?			
Can you find a number of qualified employees in the area in which the facility is located?			
Is the facility consistent with the image you would like to maintain?			
Is the facility located in a safe neighborhood with a low crime rate?			
Are neighboring businesses likely to attract customers who will also patronize your business?			
Are there any competitors located close to the facility? If so, can you compete with them successfully?			
Can suppliers make deliveries conveniently at this location?			
If your business expands in the future, will the facility be able to accommodate this growth?			

Are the lease terms and rent favorable?			
Is the facility located in an area zoned for your type of business?			



EVICCTIONS

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: 5-DAY NOTICE TO QUIT

Dear [Contact name],

TAKE NOTICE, that you are hereby required to quit, and deliver up to the undersigned the possession of the premises now held and occupied by you, being the premises known as:

[Describe]

at the expiration of 5 days commencing on [Date] and ending on [Date].

This Notice to Quit specifically terminates any oral/written agreement you may have with respect to the said premises at the date specified above.

THIS IS INTENDED as a 5-day notice to quit, for the purpose of terminating your tenancy aforesaid.

Sincerely,

Your name

Your title

Telephone contact

youemail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO PAY RENT OR QUIT

Dear [Contact name],

WITHIN THREE DAYS after service on you of this notice you are hereby required to pay the rent of the premises hereinafter described, of which you now hold possession amounting to the sum of [Amount] enumerated as follows:

\$ _____ DUE FROM [Date] TO [Date]
\$ _____ DUE FROM [Date] TO [Date]
\$ _____ DUE FROM [Date] TO [Date]

OR QUIT AND DELIVER UP THE POSSESSION OF THE PREMISES. The premises herein referred to are situated in [City, State/Province].

YOU ARE FURTHER NOTIFIED THAT if you do not comply with either of the above the undersigned does hereby elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above-described premises and lessor will institute legal proceedings to recover rent and possession of said premises.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO QUIT FOR NON-PAYMENT OF RENT

Dear [Contact name],

You are hereby notified to quit and deliver up the premises you hold as our tenant, namely:

[Describe premises]

You are to deliver up said premises on or within [Number] days of receipt of this notice. This notice is provided due to non-payment of rent. The present rent arrearage is in the amount of [Amount]. You may redeem your tenancy by full payment of said arrears within [Number] days.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO TENANT OF RENT DEFAULT

Dear [Contact name],

This notice is in reference to the following described lease:

[Describe lease]

Please be advised that as of [Date], you are in **DEFAULT IN YOUR PAYMENT OF RENT** in the amount of [Amount].

If this breach of lease is not corrected within [Number] days of this notice, we will take further action to protect our rights, which may include termination of this lease and collection proceedings. This notice is made under all applicable laws. All of our rights are reserved under this notice.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested



LEASING AND REAL ESTATE

ASSIGNMENTS

ASSIGNMENT OF LEASE BY LESSEE WITH CONSENT OF LESSOR

This Assignment of Lease (the "Agreement") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

5. ASSIGNMENT OF LEASE

For value received, Assignor assigns and transfers to Assignee that lease, dated [DATE], executed by assignor as lessee and by [NAME] as lessor, of the following described premises:

[DESCRIBE]

together with all his right, title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease, to have and to hold from [DATE], until the present term of the lease expires on [DATE].

A copy of the lease is attached hereto and made a part hereof by reference.

6. ASSIGNOR WARRANTIES AND REPRESENTATION

Assignor covenants that he is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that he has performed all duties and obligations and made all payments required under the terms and conditions of the lease.

Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the lease.

7. CONSENT OF LESSOR

The Lessor, named in the above assignment of that lease executed on [DATE], wishes to consent to this Assignment. The Lessor also consents to the agreement by Assignee to assume after [DATE], the payment of rent and performance of all duties and obligations as set forth in the lease, and releases Assignor from all duties and obligations under the lease, including the payment of rent, after [DATE], and accept Assignee as lessee in the place of Assignor.

8. BINDING AGREEMENT

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

LESSOR

Authorized Signature

Print Name and Title



ASSIGNMENT OF MORTGAGE

This Assignment of Mortgage (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

For and in consideration of [AMOUNT], the receipt of which is hereby acknowledged by, [NOTARY NAME], of [CITY, STATE/PROVINCE], the Assignor hereby grants, assigns and transfers to Assignee that certain mortgage executed by [NAME], and dated, [DATE], and recorded in [OFFICES], in [CITY, STATE/PROVINCE], in [Book of Mortgage], at page [NUMBER], together with the note described therein and the money to become due thereon with the interest provided therein.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____
Notary

(Seal)



ASSIGNMENT OF REAL ESTATE CONTRACT AND SALE AGREEMENT

This Assignment of Real Estate Contract and Sale Agreement (the "Agreement") is effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, Assignor has entered into a certain Real Estate Purchase and Sale Agreement with [NAME] as "Seller" and Assignor as "Buyer" which Agreement was executed on [DATE], by said Assignor and on [DATE], by said Seller for the purchase and sale of certain real property being, lying and situate in [CITY, STATE/PROVINCE], and more particularly described in said Agreement, copy of said Agreement being attached hereto as Exhibit "A"; and,

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement;

TERMS

NOW, THEREFORE, for and in consideration of the sum of [AMOUNT] and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement. Assignee hereby assumes all of Assignor's duties and obligations under said Real Estate Purchase and Sale Agreement. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

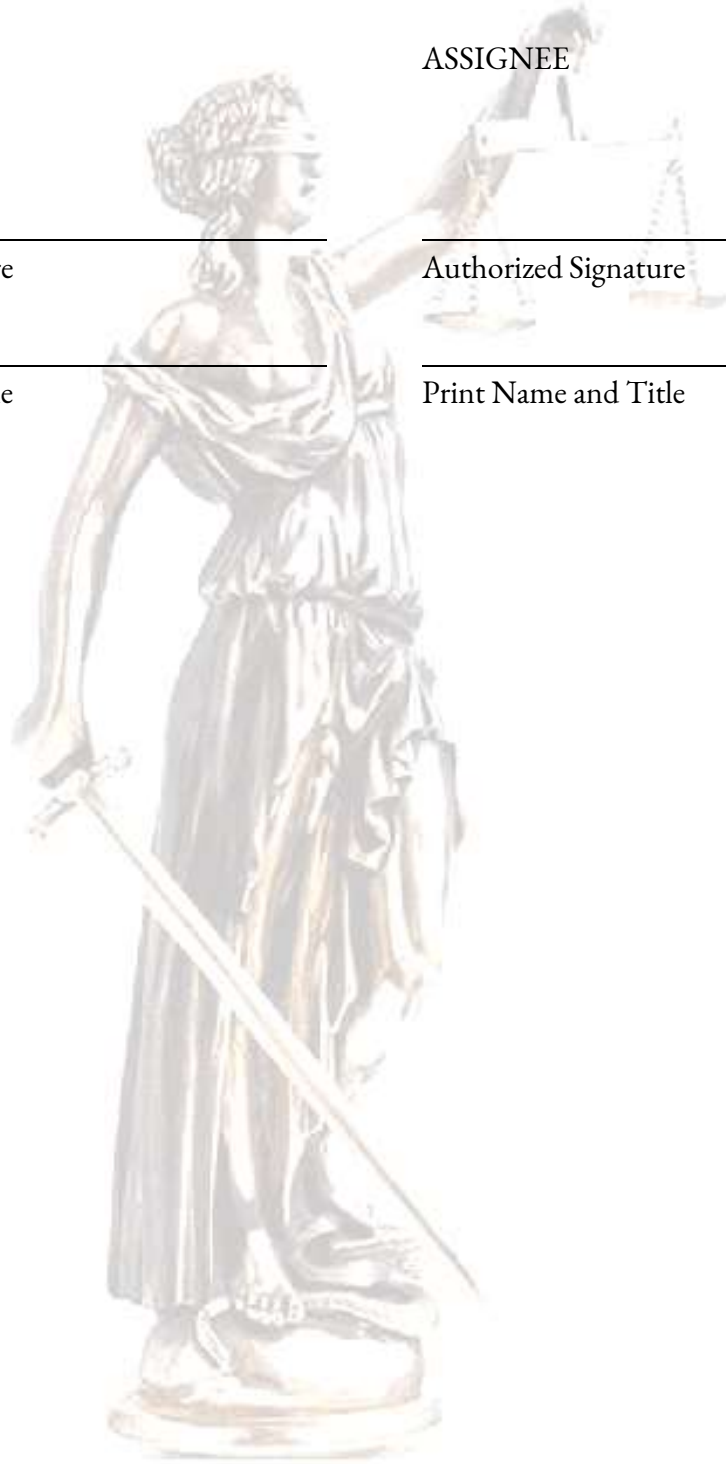


EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT ASSIGNMENT OF REAL ESTATE CONTRACT

This Assignment of Real Estate Contract (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

For value received, which is acknowledged, the Assignor hereby assigns all interest and benefit in an Agreement of Purchase and Sale of [DESCRIBE PROPERTY] between [VENDOR] (the "Vendor") and the Assignor, accepted by the Vendor on [DATE], to the Assignee.

The Assignor stipulates, however, that this Assignment is made completely at the risk of the Assignee without any representations, warranties or collateral assurances of any kind whatsoever with regard to the subject matter of this assignment, its ownership or the right to make this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF RENTS BY LESSOR

This Assignment of Rents (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

For value received, Assignor assigns and transfers to Assignee, all rents and other sums due and to become due, assign or under that lease Dated [DATE], between Assignor as Lessor, and [NAME], as Lessee;

For the lease of the following described property:

[DESCRIBE]

5. Assignor warranties and representations

- a. Assignor is the lawful owner of the above-described lease and of the rental property that is the subject thereof and of all rights and interests therein.
- b. The lease is genuine, valid, and enforceable.
- c. Assignor has a right to make this assignment.
- d. The rental property and rental payments and other sums are free from liens, encumbrances, claims and set offs of every kind whatsoever except as follows:

[DESCRIBE]

- e. The balance of rental payments unpaid as of the date of this assignment is [amount] commencing with the next payment due on [date].

6. TERMS AND CONDITIONS OF THE ASSIGNMENT

Assignor understands and agrees that:

- a. Assignee does not assume any of the obligations arising under the Lease.
- b. Assignor will keep and perform all of his obligations as Lessor under the Lease. In addition, Assignor shall indemnify assignee against the consequences of any failure to do so.
- c. Assignor will not assign any other interest in the lease, nor sell, transfer, mortgage, or encumber the property described in the lease, or any part thereof, without first obtaining the written consent of Assignee.
- d. Assignee may, at his discretion, give grace or indulgence in the collection of all rent and other sums due or to become due under the lease, and grant extensions of time for the payment of any such sums.
- e. Assignor waives the right to require assignee to proceed against Lessee, or to pursue any other remedy.
- f. Assignor waives the right, if any, to obtain the benefit of or to direct the application of any security that is or may be deposited with Assignee until all indebtedness of Lessee to Assignee arising under the lease has been paid.
- g. Assignee may proceed against Assignor directly or independently of Lessee and the cessation of the liability of Lessee for any reason other than full payment shall not in any way affect the liability of Assignor hereunder, nor shall any extension, forbearance of acceptance, release, or substitution of security, or any impairment or suspension of Assignee's remedies or rights against Lessee in any way, affect the liability of Assignor hereunder.
- h. Assignor guarantees due and punctual payment under the terms of the lease, In addition, on any default by Lessee, assignor will, on demand, repurchase the rights assigned hereunder by paying to Assignee the then total unpaid balance of rental payments under the lease.
- i. Assignor appoints assignee as his attorney in fact to demand, receive, and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable, either in the

name of assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this assignment had not been made.

7. NOTICES

Notice of this assignment may be given at any time at Assignee's option. In the event any payment under the lease hereby assigned is made to Assignor, Assignor will promptly transmit such payment to Assignee.

8. BINDING AGREEMENT

This assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of any obligation, the payment of which is secured by it, or until and unless such obligation is released in writing by Assignee.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT OF SUBLEASE

This Assignment of Sublease (the "Assignment") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SUB-TENANT NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good consideration, it is agreed by and between the parties that:

6. ASSIGNMENT OF LEASE

Tenant hereby assigns, transfers and delivers to Sub-Tenant all of Tenant's rights in and to a certain lease between Tenant and Landlord for certain premises known as [Describe], under lease dated [DATE].

7. SUB-TENANT'S OBLIGATIONS

Sub-Tenant agrees to accept said Lease, pay all rents and punctually perform all of Tenant's obligations under said Lease accruing on and after the date of delivery of possession to the Sub-Tenant as contained herein. Sub-Tenant further agrees to indemnify and save harmless the Tenant from any breach of Sub-Tenant's obligations hereunder.

8. DELIVERY OF PREMISES

The parties acknowledge that Tenant shall deliver possession of the leased premises to Sub-Tenant on [DATE]; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant, and thereafter by the Sub-Tenant.

9. LANDLORD'S OBLIGATIONS

Landlord hereby assents to the assignment of lease, provided that:

- d. Assent to the assignment shall not discharge Tenant of its obligations under the Lease in the event of breach by Sub-Tenant.
- e. In the event of breach by Sub-Tenant, Landlord shall provide Tenant with written notice of same and Tenant shall have full rights to commence all actions to recover possession of the leased premises [in the name of Landlord, if necessary] and retain all rights for the duration of said Lease provided it shall pay all accrued rents and cure any other default.
- f. There shall be no further assignment of lease without prior written consent of Landlord.

10. BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

TENANT

SUB-TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

LANDLORD

Authorized Signature

Print Name and Title



CONTRACTS, AGREEMENTS AND CHECKLISTS

ADDENDUM TO REAL ESTATE LEASE

This is an Addendum (the "Agreement") to that certain Real Estate Lease dated [DATE] (the "Lease") and effective [DATE]

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Addendum relates to the premises leased by the Tenant (the "Premises") in the building owned by the Landlord (the "Building"), which is located at [FULL ADDRESS].

9. Exclusions From Operating Costs

In the event the Tenant is required to pay a portion of the "operating costs" of the Building, the definition of "operating costs" shall not include: (i) costs incurred in renovating or otherwise improving, painting or redecorating usable space for tenants; (ii) Landlord's costs of any services sold or provided tenants or other occupants for which Landlord is entitled to be reimbursed by such tenants or other occupants as an additional charge or rental over and above the basic rental and escalations payable under the lease with such tenant or other occupant; (iii) legal fees and other related expenses associated with the negotiation or enforcement of leases; (iv) all items and services for which Tenant reimburses Landlord or pays third persons or which Landlord provides selectively without reimbursement to one or more tenants or occupants of the Building (other than Tenant) which are not customary for normal office use; (v) leasing commissions and other similar payments paid to agents or employees of Landlord,

independent brokers and other persons incurred in connection with Landlord's leasing activities; (vi) costs for space planning of tenant space in the Building; (vii) repairs or other work occasioned by fire, windstorm or other casualty or damage to the extent Landlord is reimbursed by insurance; (viii) costs for structural replacements to the steel frame, concrete floors, roof membrane of the Building; (ix) Building depreciation; (x) interest on debt or amortization payments on any mortgages or deeds of trust and rent under any ground leases; (xi) advertising and publicity expenditures; (xii) Landlord's reserve accounts; (xiii) any compensation paid to clerks, attendants or other persons in commercial concessions, if any, operation of any retail space or similar concessions; (xiv) costs of correcting construction defects in the Building; (xv) costs of cleaning up or removing asbestos or hazardous materials; and (xvi) capital improvements, capital repairs, capital equipment, and capital tools, all as determined in accordance with generally accepted accounting principles. The operating costs shall be normalized to an assumed 100% occupancy of the Building.

10. Property Tax

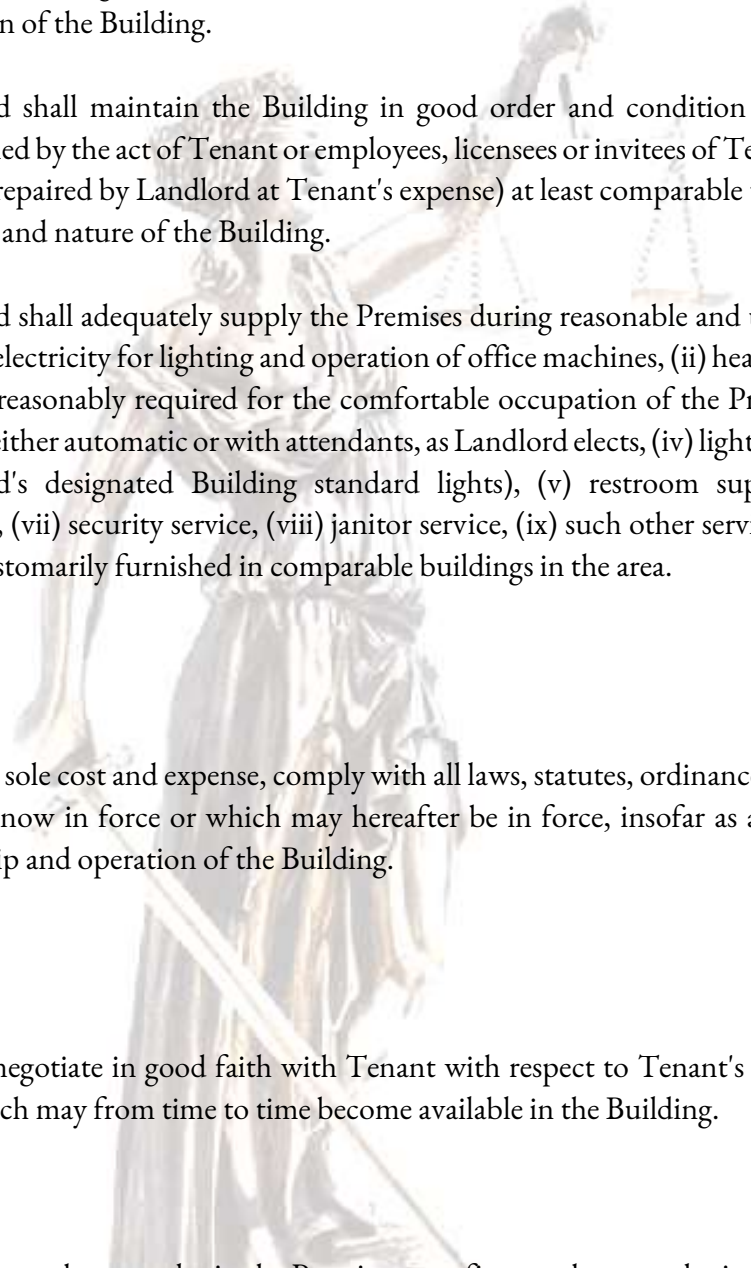
Notwithstanding anything to the contrary contained in the Lease, Tenant shall not be liable (directly or indirectly) for any increase in real property taxes during the term of this Lease (as the same may be extended from time to time) that results from a change in ownership of the Building or the land upon which the Building is located.

11. Audit

Tenant shall have the right exercisable within [NUMBER] months after the receipt of any year end statement that relates to operating costs of the Building to be paid by Tenant to cause the books and records of Landlord relating to its operation and management of the Building to be audited by a certified public accountant designated by Tenant, and reasonably acceptable to Landlord, to determine if the foregoing year-end statements are accurate and correct. Such audit shall be paid for by Tenant, unless the audit discloses a discrepancy in said statement in favor of Tenant which is greater than [%] of the amount shown on the year-end statement, in which case the audit shall be paid by Landlord and the amounts due by Tenant pursuant to this paragraph shall be adjusted accordingly.

12. Condition of the Building

- A. Landlord represents that the Premises, at the time of occupation, will be in good and reasonable condition and that the Premises will be suitable, in all material respects, for Tenant's use.

- 
- B. Landlord represents and warrants to Tenant that the Building does not present a health hazard to occupants or guests and that the Landlord is in compliance in all material respects with all laws, regulations, rules, ordinances, and court decrees affecting ownership and operation of the Building.
 - C. Landlord shall maintain the Building in good order and condition (except for damage occasioned by the act of Tenant or employees, licensees or invitees of Tenant, which damage shall be repaired by Landlord at Tenant's expense) at least comparable to other buildings of the class and nature of the Building.
 - D. Landlord shall adequately supply the Premises during reasonable and usual business hours with (i) electricity for lighting and operation of office machines, (ii) heating, ventilation and cooling reasonably required for the comfortable occupation of the Premises, (iii) elevator service, either automatic or with attendants, as Landlord elects, (iv) lighting replacement (for Landlord's designated Building standard lights), (v) restroom supplies, (vi) window washing, (vii) security service, (viii) janitor service, (ix) such other services and amenities as these customarily furnished in comparable buildings in the area.

13. Compliance

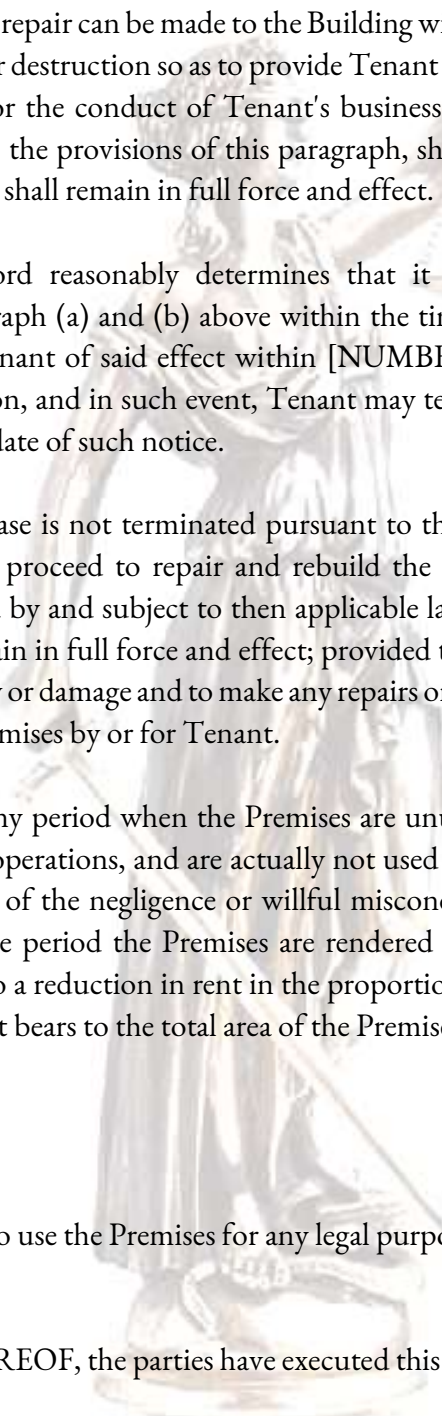
Landlord shall, at its sole cost and expense, comply with all laws, statutes, ordinances and governmental rules or regulations now in force or which may hereafter be in force, insofar as any thereof relate to Landlord's ownership and operation of the Building.

14. Expansion

Landlord agrees to negotiate in good faith with Tenant with respect to Tenant's needs for additional expansion space which may from time to time become available in the Building.

15. Casualty

In the event of a fire or other casualty in the Premises, or a fire or other casualty in such portions of the Building other than the Premises, where Tenant's direct access to the Premises and the use thereof for the conduct of its business is adversely impaired, Tenant shall promptly give notice thereof in writing to Landlord (unless Landlord already has notice thereof). The following provisions shall apply to a fire or other casualty occurring in the Premises and/or the Building:

- 
- A. If portions of the Building outside the Premises are damaged or destroyed (whether or not the Premises are also damaged or destroyed) to such a degree that Tenant's direct access to the Premises and the use thereof for the conduct of its business are adversely impaired and sufficient repair can be made to the Building within [NUMBER] days from the date of such damage or destruction so as to provide Tenant with direct access to the Premises and the use thereof for the conduct of Tenant's business without significant impairment, Landlord, subject to the provisions of this paragraph, shall diligently proceed to repair the same and this Lease shall remain in full force and effect.
- B. If Landlord reasonably determines that it cannot complete the repairs provided in subparagraph (a) and (b) above within the time periods therein provided, Landlord shall notify Tenant of said effect within [NUMBER] days after the date of such damage and destruction, and in such event, Tenant may terminate this Lease within [NUMBER] days after the date of such notice.
- C. If this Lease is not terminated pursuant to the terms of this paragraph 6, Landlord shall diligently proceed to repair and rebuild the Premises and the Building, as necessary, as permitted by and subject to then applicable law, ordinance and regulation, and this Lease shall remain in full force and effect; provided that Landlord shall also be required to repair any injury or damage and to make any repairs or replacements of any improvements installed in the Premises by or for Tenant.
- D. During any period when the Premises are unusable for the conduct of Tenant's ordinary business operations, and are actually not used by Tenant, provided that the casualty is not the result of the negligence or willful misconduct of Tenant or Tenant's employees then during the period the Premises are rendered unusable by such casualty, Tenant shall be entitled to a reduction in rent in the proportion that the area of the Premises not occupied by Tenant bears to the total area of the Premises.

16. Permitted Uses

Tenant is permitted to use the Premises for any legal purpose or business.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ADDENDUM TO RENT AGREEMENT

This Addendum to Rent Agreement (the "Agreement") is made and effective [DATE]

BETWEEN: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

3. FOR STORAGE ROOM

That for the consideration of rent payments and covenants adherence on the part of the Tenant, the Owner rents to the Tenant, and the Tenant hires from the Owner, the storage room known as [DESCRIBE] at [ADDRESS], [CITY/STATE]. Rent is due in advance on the first (1st) day of each month and every month at [AMOUNT] per month beginning the first (1st) day of [MONTH]. If the first month's rental is adjusted, the rental sum of [AMOUNT] has been received by Owner for the period of [DATE] to [DATE]. The Tenant further agrees if monthly rent is not received on the first (1st) of the month, the Tenant will pay a fee of [AMOUNT] of rent to help defray the cost of collection. [AMOUNT] has been deposited as additional security by Tenant, which will become part of the total security for all agreements.

4. FOR RESERVED PARKING SPACE

That for the consideration of rent payments and covenants adherence on the part of the Tenant, the Owner rents to the Tenant, and the Tenant hires from the Owner, the reserved parking space known as [DESCRIBE] at [ADDRESS], [CITY/ST/ZIP]. Rent is due in advance on the first (1st) day of each month and every month at [AMOUNT] per month beginning the first (1st) day of [MONTH]. If the first month's rental is adjusted, the rental sum of [AMOUNT] has been received by Owner for the period of [DATE] to [DATE]. The Tenant further agrees if monthly rent is not received on the first (1st) of the month, the Tenant will pay a fee of [AMOUNT] of rent to help defray the cost of collection. [AMOUNT] has been deposited as additional security by Tenant, which will become part of the total security for all agreements.

THIS PARKING SPACE AND/OR STORAGE ROOM IS SUBJECT TO THE COVENANTS AND OBLIGATIONS PROVIDED IN THE RENT AGREEMENT, ADDENDUM RELATING TO RENT, AND RULES AND REGULATIONS, ALL AS IF THIS ADDENDUM WAS INCLUDED THEREIN.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

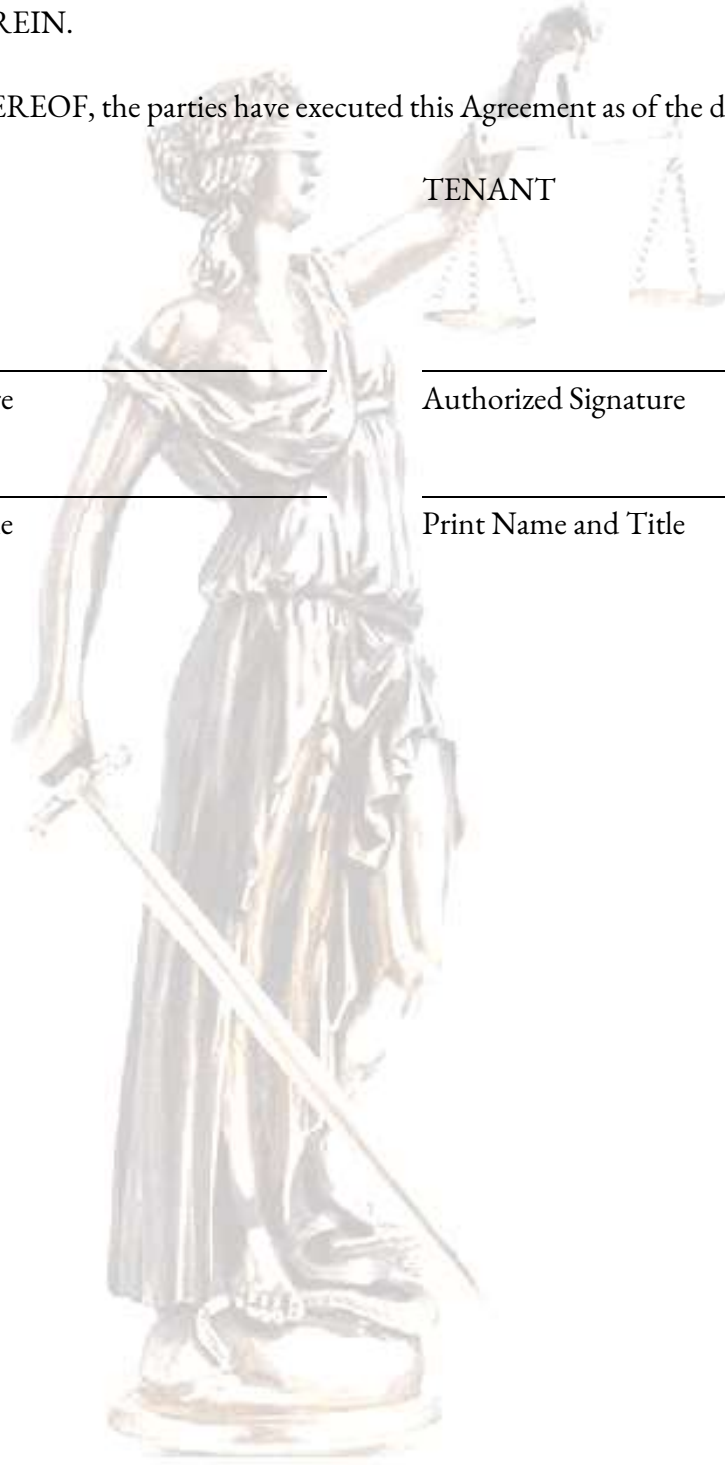
TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AGREEMENT FOR PERMISSION TO SUBLET

This is an Agreement for Permission to Sublet (the "Agreement") effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is in regards with the premises of Landlord located at [address of premises] and leased to Tenant under a lease dated [enter date of lease], the term of which is to expire [enter date of lease expiration].

Now, therefore, it is agreed as follows:

4. PERMISSION TO SUBLET

- A. Permission is hereby granted to Tenant to sublease the premises described above for a term of [lease term] beginning [date lease is beginning] and ending [date lease is ending].
- B. Any and all subtenants shall be required to conform to all obligations and covenants of the Tenant as set forth in the above-described lease, all provisions of said lease remaining in full force and effect for the entire term of the sublease.

C. Any and all adult subtenants shall be required to complete the Landlord's standard rental application and must meet the usual character, employment and credit requirements for tenancy.

5. ATTORNEY'S FEES

In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6. NOT A RELEASE TO LEASE

This permission to sublease in no way releases the above-named Tenant from any obligation, responsibility or duty of a Tenant as set forth in the above-described lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

AGREEMENT TO CANCEL LEASE

This Agreement to Cancel Lease (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Whereas the Landlord and the Tenant executed a lease dated [DATE] (the "Lease") of certain premises located at [ADDRESS] (the "Premises") but the parties now wish to cancel the Lease;

It is agreed as follows:

TERMS

5. In return for the Tenant vacating the Premises on or before [DATE] (the "Termination Date"), the Lease is cancelled effective that date and the parties will have no further obligation to each other under the Lease.
6. Nothing in this agreement operates to discharge obligations and liabilities accrued under the Lease up to the date of its cancellation.
7. If the Tenant does not vacate the Premises on or before the Termination Date, this agreement is null and void.
8. This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

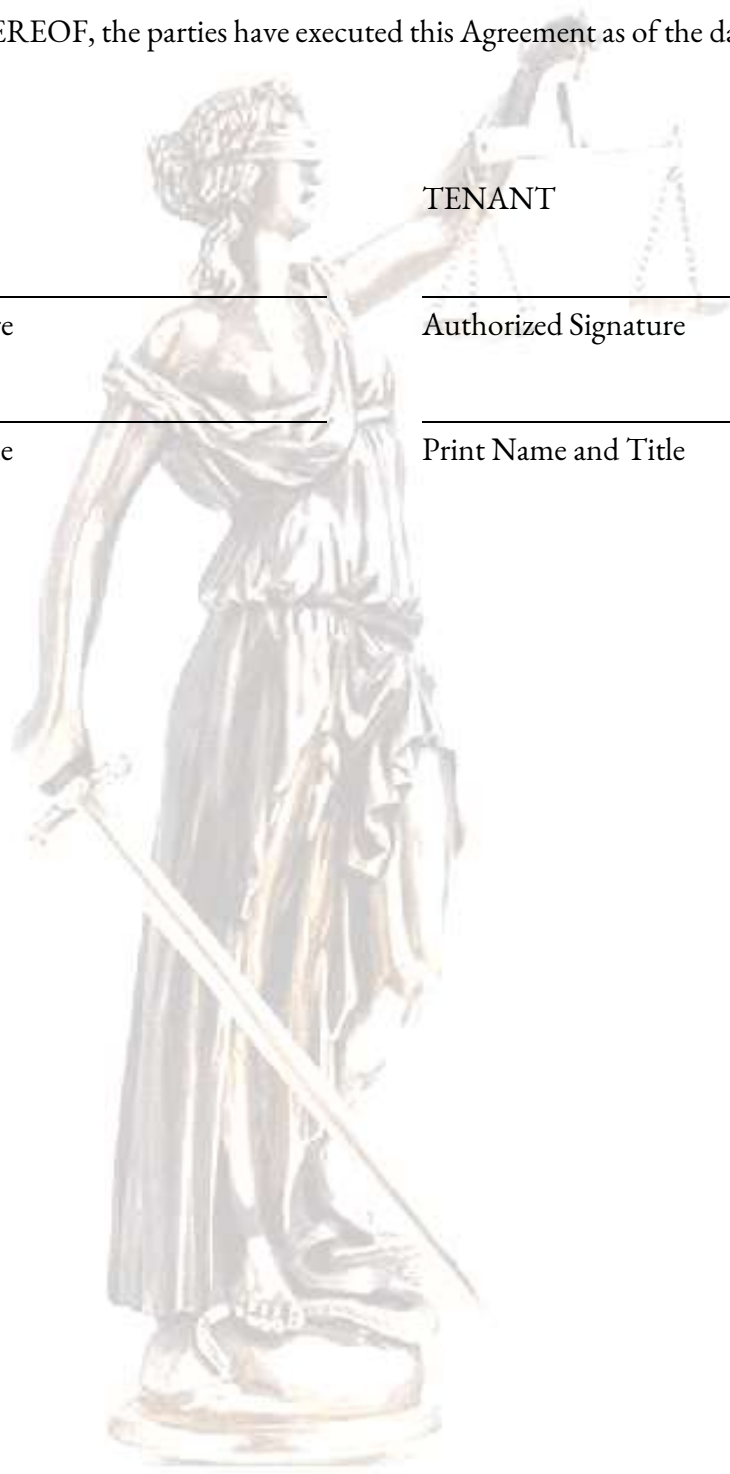
TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AGREEMENT TO LEASE

This is an Agreement to Lease (the "Agreement") effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

It is agreed that:

9. Lessor does hereby agree to grant, demise and let and Lessee does hereby agree to take premises situated in [CITY, STATE/PROVINCE] at [ADDRESS] and described as [DESCRIBE] with appurtenances, from Start Date [DATE] to Ending Date [DATE], at the rent or sum of [AMOUNT], to be paid as follows:

[ENTER LEASE TERMS]

10. The parties here shall execute the lease herein provided for on [DATE].
11. The Lessor shall [Enter any utilities and/or maintenance paid by Lessor].
12. The Lessee shall [Enter any utilities and/or maintenance paid by LessEE].
13. In the event that the Lease herein provided for shall be executed, then and in such case the Lessor shall give, and the Lessee shall take possession of said premises on [DATE OF POSSESSION] and the rent shall commence and be payable from said last mentioned date.

14. In the event either party hereto shall neglect, refuse or in any way fail to execute the Lease herein provided or at said time and place, then the party in default shall pay to the other party the sum of [AMOUNT] as liquidated damages and not as a penalty.

15. The Lease shall contain the following provisions [Enter PROVISIONS].

16. These presents shall operate only as an agreement to lease, and not as a lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

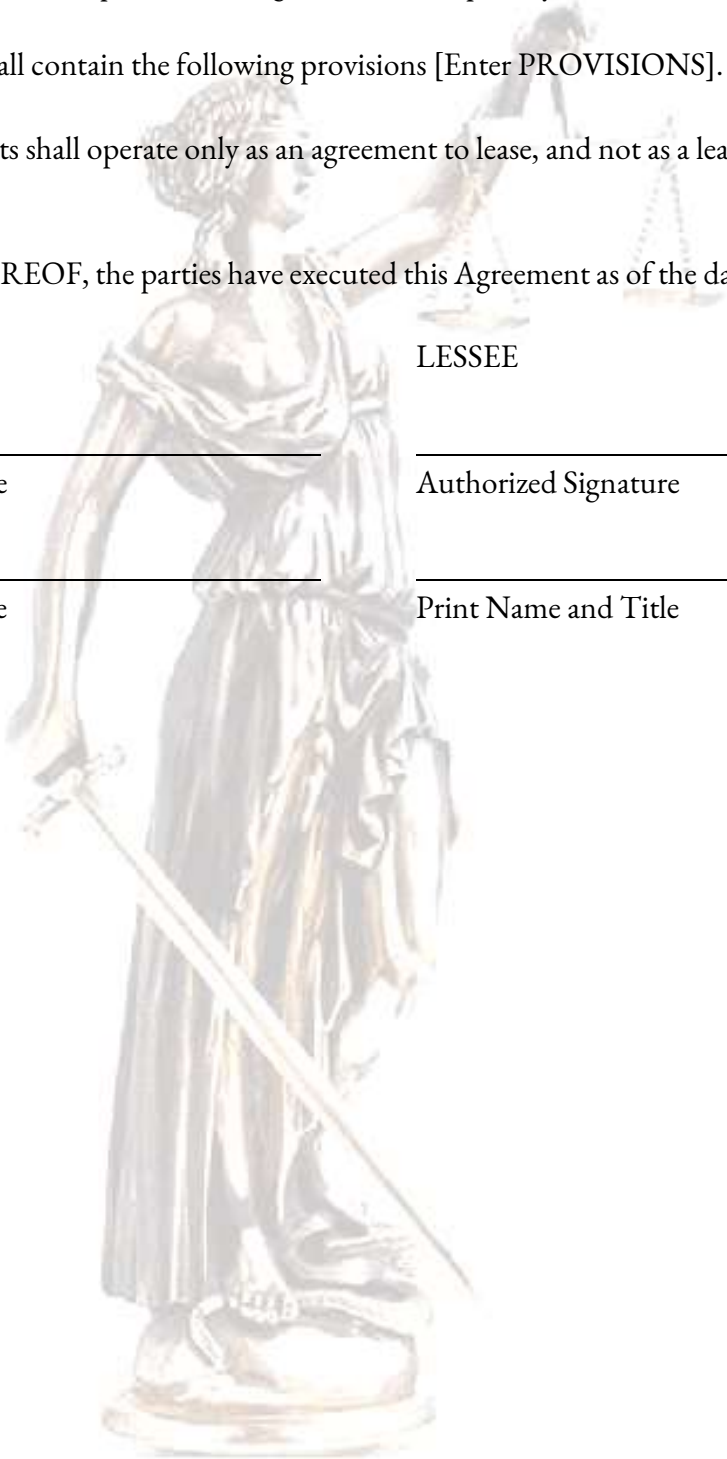
LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AGREEMENT TO RESCIND CONTRACT OF SALE

This Agreement to Rescind Contract of Sale (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASER NAME] (the "Purchaser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

5. The contract of sale of real property located in [city], [state/province], and described as:

[set forth legal description], which contract was executed on [date] by the undersigned as seller and purchaser, respectively, is hereby by mutual agreement of the parties, rescinded and terminated.

6. Seller waives and releases all right and claim against purchaser, and purchaser waives and releases all right against seller and all right, title, and interest in the described real property.

7. The deposit previously made by purchaser shall be [returned in its entirety to purchaser or retained by seller or as the case may be].

8. The escrow costs and charges incurred to date shall be [borne and paid equally by the parties or as the case may be].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Executed in duplicate at [designate place of execution].

SELLER

PURCHASER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



AMENDMENT TO LEASE

This Amendment to that certain Lease dated [DATE] (the "Amendment") is made and effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, the parties wish to amend certain terms of the Lease; and

WHEREAS, certain capitalized terms not otherwise defined herein are defined in the Lease;

THEREFORE, the parties agree as follows:

7. Rent Change

Section [NUMBER] of the Lease is hereby amended to provide monthly rent, effective as of [DATE], shall be [AMOUNT].

8. Other Changes

The Lease is hereby amended in the following additional manner:

[DESCRIBE]

9. Entire Agreement

This Amendment, together with the Lease, constitutes the final, complete and exclusive statement of the agreement between the parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the parties.

10. Modification

This Amendment may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, modification or amendment of this Amendment shall be binding unless it is in writing and signed by both parties.

11. Inconsistency

In the event of any conflict between this Amendment and the Lease, the terms of this Amendment shall govern.

12. Lease Continuance

Except with respect to the changes effected by this Amendment, the Lease continues to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



APPLICATION FOR ZONING VARIANCE

This Application for Zoning Variance (the "Agreement") is made and effective [DATE],

BETWEEN: [Board of Zoning or Board of Adjustment] (the "Board"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [APPLICANT NAME] (the "Applicant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

4. Statement of Ownership and Interest

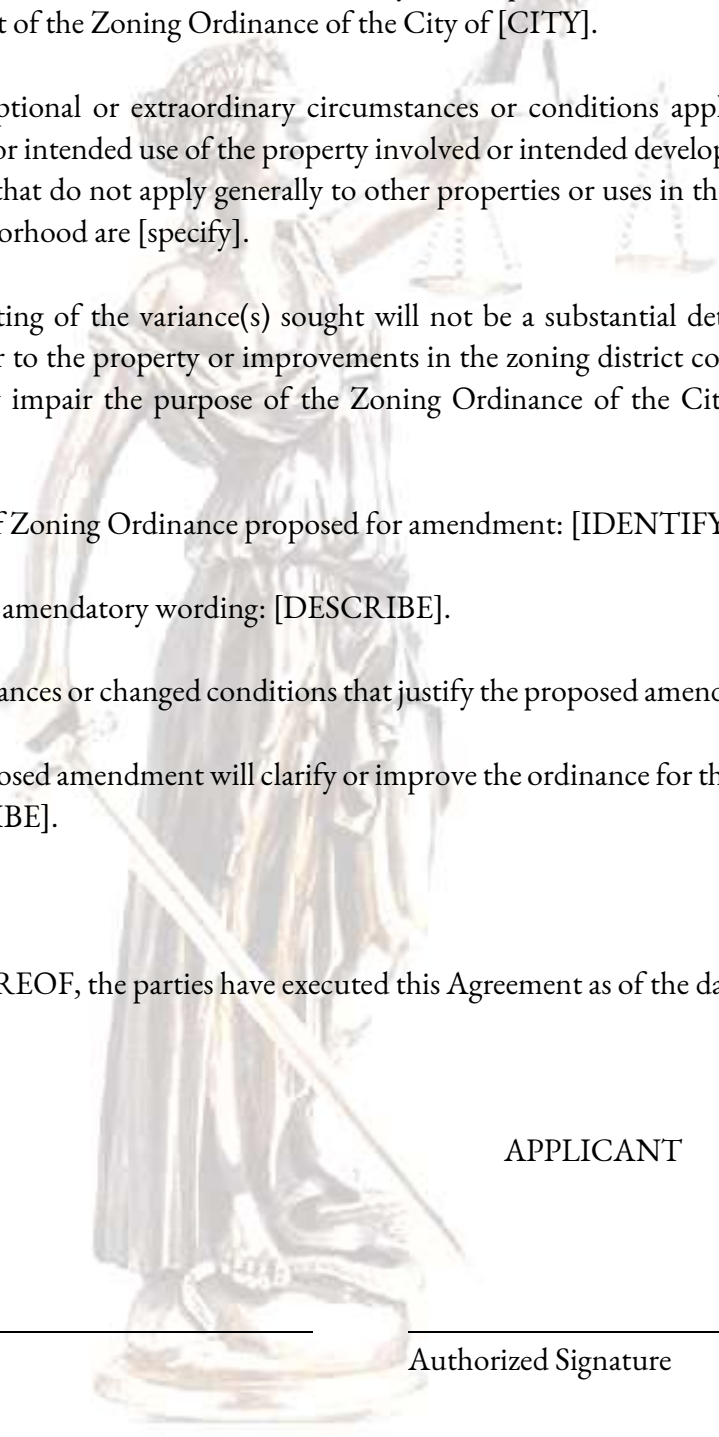
- a. The Applicant is the owner of property situated at [address].
- b. The legal description of the property is as follows: [DESCRIBE].
- c. The applicant(s) acquired the above-described property on [date].

5. Request

The Applicant requests the following variance(s):

- d. Section(s) of Zoning Ordinance concerned: [IDENTIFY].
- e. Description and purpose of use restriction(s) sought to be varied: [for example: Reduction in front set-back requirements from 40 feet to 30 feet].
- f. Statement of variance sought: [for example: To obtain a waiver of the uses permitted in residential zone R-1 by permitting three-family occupancy of the subject property].

6. Reasons for Request

- 
- h. The strict application of the above-referenced provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardship inconsistent with the general purpose and intent of the Zoning Ordinance of the City of [CITY].
 - i. The exceptional or extraordinary circumstances or conditions applying to the property involved or intended use of the property involved or intended development of the property involved that do not apply generally to other properties or uses in the same zoning district or neighborhood are [specify].
 - j. The granting of the variance(s) sought will not be a substantial detriment to the public interest or to the property or improvements in the zoning district concerned, and will not materially impair the purpose of the Zoning Ordinance of the City of [CITY] because [specify].
 - k. Section of Zoning Ordinance proposed for amendment: [IDENTIFY].
 - l. Proposed amendatory wording: [DESCRIBE].
 - m. Circumstances or changed conditions that justify the proposed amendment: [DESCRIBE].
 - n. The proposed amendment will clarify or improve the ordinance for the following reason(s): [DESCRIBE].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BOARD

APPLICANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF LEASE

This Assignment of Lease (the "Agreement") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- C. Assignor, as lessee, has executed that certain Lease, dated [DATE] (the "Lease"), covering those certain premises and related improvements described on Exhibit A attached hereto (the "Premises").
- D. Assignor desires to assign its rights as lessee in the Lease to Assignee, and Assignee desires to accept the assignment of the Lease and to assume the obligations of Assignor under the Lease, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption of Lease

Subject to the provisions of this Agreement, Assignor does hereby assign, transfer, set over and deliver to Assignee all of its right, title and interest in and to the Lease, and by accepting this assignment and by the execution of this Agreement, Assignee hereby assumes the payment and performance of, and agrees to pay, perform and discharge, as a direct obligation of Assignee, all of Assignor's duties and other obligations under the terms, covenants and conditions of the Lease, including, without limitation, the

payment of rent and compliance with all terms, covenants and conditions of the Lease. Except as otherwise expressly provided in this Agreement, all the terms, covenants and conditions of the Lease remain in full force and effect as applied to Assignee.

2. Restrictions

The assignment of the Lease is made subject, subordinate and inferior to any easements, covenants and other matters and exceptions of record or apparent as of the date of this Agreement.

3. Security Deposit

Upon the execution of this Agreement, Assignee shall pay to Assignor [AMOUNT], which is the amount of the security deposit held by the lessor pursuant to the Lease.

4. CONDITIONS OF THE PREMISES

“AS IS” ASSIGNEE ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT, EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, ASSIGNOR IS ASSIGNING THE LEASE AND DELIVERING THE PREMISES “AS IS, WHERE IS” AND IN ITS PRESENT CONDITION WITH ALL FAULTS, AND THAT ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE STATUS, NATURE, QUALITY OR CONDITION OF THE LEASE OR THE LEASED PREMISES.

5. Indemnification

Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any and all costs, liabilities, losses, damages, expenses, liens or claims (including, without limitation, reasonable attorneys’ fees and costs) arising out of or relating in any way to the Lease except to the extent they arise from any failure by Assignor to perform its duties or other obligations under the terms, covenants and conditions of the Lease prior to the Effective Date.

Assignee further agrees to protect, indemnify and hold harmless Assignor and its officers, employees, representatives, agents, fiduciaries, attorneys, directors, shareholders, insurers, predecessors, parents, affiliates, benefit plans, successors, heirs and assigns from and against any and all costs, liabilities, losses, damages, expenses, liens or claims (including, without limitation, reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the acts or omissions of Assignee or its agents, contractors, servants or employees with respect to Premises or any activities thereon. This indemnity shall survive the termination of the Lease and this Agreement.

6. RELATIONSHIP OF THE PARTIES

The relationship of the parties hereto is solely that of Assignor and Assignee with respect to the Premises and no joint venture or other partnership exists between the parties hereto. Neither party has any fiduciary relationship hereunder to the other.

7. Notice

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to addresses contained in this Agreement or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

8. Entire Agreement

This Agreement constitutes the entire agreement of the parties pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether written or oral. The parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Agreement. As between Assignor and Assignee, in the event of any conflict or discrepancy between the Lease and this Agreement, the provisions of this Agreement shall control.

9. Interpretation; Amendment

In interpreting the language of this Agreement, all parties to this Agreement shall be treated as having drafted this Agreement after meaningful negotiations. The language in this Agreement shall be

construed as to its fair meaning and not strictly for or against either party. This Agreement may be modified only by a writing signed by each party.

10. Attorneys' Fees

If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, and an action is filed, the prevailing party in any such action shall be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such incurred in connection with any appeal.

11. Counterparts

This Agreement may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on the all parties hereto, even though all parties are not signatory to the same counterpart.

12. Binding Effect

This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

13. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EXHIBIT A

[DESCRIPTION OF PREMISES]



BUYER'S PROPERTY INSPECTION REPORT

	Satisfactory	To Change	Estimated Cost
Grounds			
Landscaping			
Sewers or Septic Tank			
Sprinklers			
Other			
Building			
Roof			
Chimney			
Foundation			
Wood Exteriors			
Other			
Heating & Air Conditioning Systems			
Furnace			
Air Conditioning			
Water Heater			
Other			
Built-In Appliances & Equipment			
Alarm System			
Ovens			
Burners			
Disposal			
Smoke Detectors			
Intercom			
Phone Connections			
Other			
Electrical Systems			
Interior Lighting			
Exterior Lighting			
Other			
Plumbing			
Bathrooms			
Kitchen			
Laundry			
Other			
Glass			
Windows			
Glass Doors			

Other			
TOTAL			



CHECKLIST FOR OFFICE LEASES

Nature and duration of the lease

- Determine the term of the lease, and when the lessee is entitled to possession.
- Is the lease to be a net lease?
- What are the duties of the lessor?

Competition

- Are the restrictions reasonable?
- What rights does the lessee have in the event the lessor violates any restrictive covenant, thereby reducing the value of the lease to the lessee?

Space

- What is the rentable and usable square footage?
- Is rent based on usable or rentable square footage?
- Verify square footage number provided by the landlord.

Permitted Uses of the Premises

- What uses of the premises are permitted?
- Is the permitted use clause broad enough for possible changes in the business?
- Is the permitted use clause broad enough for potential assignments or subleases?
- Can the use clause be drafted to include “any lawful purposes”?
- Can uses be changed with landlord’s consent, which consent can’t be unreasonably withheld or delayed?

Primary lease term

- What is the commencement date of the lease?

- What happens if the space is not ready on the commencement date? Is there rent abatement, monetary damages, right to cancel the lease, or other remedies specified?
- What is the termination date?
- Does the landlord have the right to terminate early without cause?
- Does the tenant have the right to terminate early by payment of a fee?

Rentals

- What is the base rent for the primary term?
- Are there escalation clauses?
- Determine whether the escalation is keyed to actual increases in operating
- Are there cost of living increases?
- Is there a cap on any rent increases?
- Is there a reasonable grace period and written notice before a late charge is imposed?

Common area maintenance and Operating costs

- What does the tenant have to contribute for common area maintenance, ventilating, heating, air conditioning, and other building operation costs?
- Is there a cap?
- Can the amount be increased each year?
- Real estate taxes and other impositions:
 - Does the tenant have to pay a portion of the real estate taxes?
 - What increases over base year are allowed?
 - Is there a cap on tax increases?
 - Does the tenant have to pay increased taxes that may occur on sale of the building?
 - Are there any special provisions or exceptions on the payment of these expenses?
 - When is payment due?
 - What detailed reports does the landlord have to provide the tenant showing the actual expenses?
 - What audit rights does the tenant have to review the landlord's books and records?
 - Are there provisions made for weekend and holiday service? What are the charges?
 - Does the tenant have a remedy for service interruption?

Tenant Improvements

- What tenant improvements will be necessary?
- What is the cost?

- How much time will it take to complete the tenant improvements?
- Will the landlord contribute to the cost for the tenant improvements?
- What approvals will be necessary?
- What permits will be necessary?
- Does the landlord or the tenant own any improvements?

Repairs and replacements

- What responsibility does the tenant have for repairs or replacements?
- What responsibility does the landlord have for repairs or replacements?
- At the end of the tenancy, is tenant's obligation to return the premises in same condition at the beginning of tenancy, excluding (1) ordinary wear and tear, (2) damage by fire and other unavoidable casualty, and (3) alterations previously approved by landlord?

Utilities

- Direct supply or individually metered?
- Method of computing payment?

7.

Assignment and subletting

- Is the landlord's written approval required?
- What standard is there for approval? absolute discretion? reasonable approval?
- Does the landlord have the right to cancel lease if notified by assignment of sublease?
- If the assignment or sublet is at a higher price than the base rent, who keeps the excess?
- Can the lease be assigned to affiliates of the tenant without landlord approval?
- Can the landlord terminate the lease if the stock ownership of the tenant changes?

Subordination and attornment

- All present or future mortgages?
- Execution of estoppel certificates required?
- Tenant agrees to attorn to landlord's successor in interest?

Destruction

- Is there a right of cancellation for the tenant in the event of destruction?
- What obligation does the landlord have to rebuild?
- Does the tenant share in any proceeds from insurance?

Indemnity and Disclaimer

- Indemnity mutual or tenant only?
- Waiver of claims mutual or tenant only?
- Waiver of subrogation?
- Landlord liability limited to interest in property?

Default

- Does the tenant have a cure period after notice of a breach?
- What remedies are available for breach?

8.

9.

Landlord's warranties

- First class services?
- Security building?
- Ownership of building?

10.

Option to renew

- Does the tenant have the option to renew the lease?
- How long is the renewal option?
- How far in advance must the option be exercised?
- How is rent determined for the renewal period?

Right of first refusal or first offer for additional space

- What is the scope of any right of first offer or first refusal?
- How is rent determined?
- How long does the tenant have before exercising the right?



Security deposit

- What is the amount? Can it be a letter of credit?
- Is there interest on the security deposit?
- Does the lease provide for the return of the tenant's security deposit within a set number of days after termination of the lease?

Guaranty

- Is a personal guarantee required?
- When does the guarantee terminate?

Mortgages

Can any mortgages adversely affect the tenant's rights if foreclosed upon?

Free rent

- Will the landlord grant a free rent period?
- When does it have to be returned (e.g., on breach of lease)?

Compliance With Law

- Does landlord warrant that the premises are in compliance with applicable law?
- If tenant is obligated to comply with applicable law, does it exclude matters that should more properly be the responsibility of the landlord (e.g., asbestos problems, disability access)?
- Is landlord obligated to comply with all laws applicable to its control of the building?

Insurance

- What insurance is the tenant required to maintain?
- What insurance is the landlord required to maintain?

- Has the tenant's insurance agent reviewed the insurance requirements in the lease?

Rules and Regulations for the Building

- Are there specific rules and regulations in existence?
- Can the rules be changed without approval of tenant?
- Is the landlord required to enforce the rules and regulations against other tenants?
- Are there any rules that interfere with the expected operations of the tenant?

Rights of Entry

- Except of emergencies, what notice must landlord give for entry into tenant's premises?
- Are there any restrictions on landlord interfering with tenant's business in showing the premises to buyers, lenders or prospective tenants?

Signage

What signage is the tenant allowed to put in or about the building and premises?

Parking

- How many parking spaces will be available to the tenant? At what cost?

Subletting

- Is the lessee entitled to sublease the property or to assign the lease?
- What is required before the lessee may sublease?

Work letter

Space is rarely taken by tenants in "as is" condition, whether the building is new or old. The fitting out of the premises to mutually agreed specifications is accomplished by a work letter – a contract between the landlord and tenant describing what is to be built, who pays for it and how, what the schedule for completion is, who is responsible for delays and cost overrun and more.

Zoning

- What zoning applies to the building, and is lessee's intended use permitted?
- Are there covenants or restrictions on the property? Easements?
- How about easements the lessee must have on adjacent property in order to fully utilize the leased property?



CHECKLIST: REAL ESTATE CONTRACT CLAUSES

This Checklist addresses some of the most common issues that occur when a real estate agreement is being negotiated. After reviewing it, you should be in good position to understand what to look for in any real estate contract. Of course, before signing any legal document, make sure that you have your attorney review it.

PURCHASER FINANCING CONDITIONS

This agreement is conditional in favor of the purchaser on the purchaser arranging adequate financing to complete the purchase on acceptable terms to the purchaser.

This agreement is conditional on the purchaser notifying the vendor in writing within [NUMBER] days of the date of this agreement that the purchaser has arranged adequate financing to complete the purchase on acceptable terms to the purchaser; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

PURCHASER INSPECTION CONDITION

This agreement is conditional on the purchaser notifying the vendor in writing within [NUMBER] days of the date of this agreement that the purchaser has obtain an inspection report satisfactory to the purchaser from a person chosen by the purchaser as to the condition of the building(s) on the subject property; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

PURCHASER HOME SALE CONDITION

This agreement is conditional on the purchaser notifying the vendor in writing within [NUMBER] days of the date of this agreement that the purchaser has entered into a binding agreement for the sale of the purchaser's property at [ADDRESS]; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction. While the agreement is subject to this condition, the vendor may continue to advertise the subject property for sale and may require the purchaser by notice in writing to deliver a written waiver of this condition to the vendor within two days of the date of receipt of the notice; failing such delivery, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

UNSPECIFIED PURCHASER CONDITION

This agreement is conditional on the purchaser notifying the vendor in writing within [NUMBER] days of the date of this agreement that [DESCRIBE CONDITION TO BE FULFILLED]; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

VENDOR HOME PURCHASE CONDITION

This agreement is conditional on the vendor notifying the purchaser in writing within [NUMBER] days of the date of this agreement that the vendor has entered into a binding agreement to purchase another home; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

UNSPECIFIED VENDOR CONDITION

This agreement is conditional on the vendor notifying the purchaser in writing within [NUMBER] days of the date of this agreement that [DESCRIBE CONDITION TO BE FULFILLED]; failing such notice, this agreement is automatically void and the vendor shall immediately return any deposit paid by the purchaser without interest or deduction.

VENDOR MORTGAGE TAKE-BACK

The vendor agrees to take a [first, second, etc.] mortgage back as part of the purchase price payable on closing in the principal amount of [AMOUNT] accruing interest at the rate of [%] per annum, calculated semi-annually not in advance and amortized over [NUMBER] years for an actual term of [NUMBER] years, repayable in blended monthly payments of principal and interest of [AMOUNT]. The mortgage back shall be pre-payable in full or in part at any time or from time to time without penalty or bonus.

VENDOR SURVEY

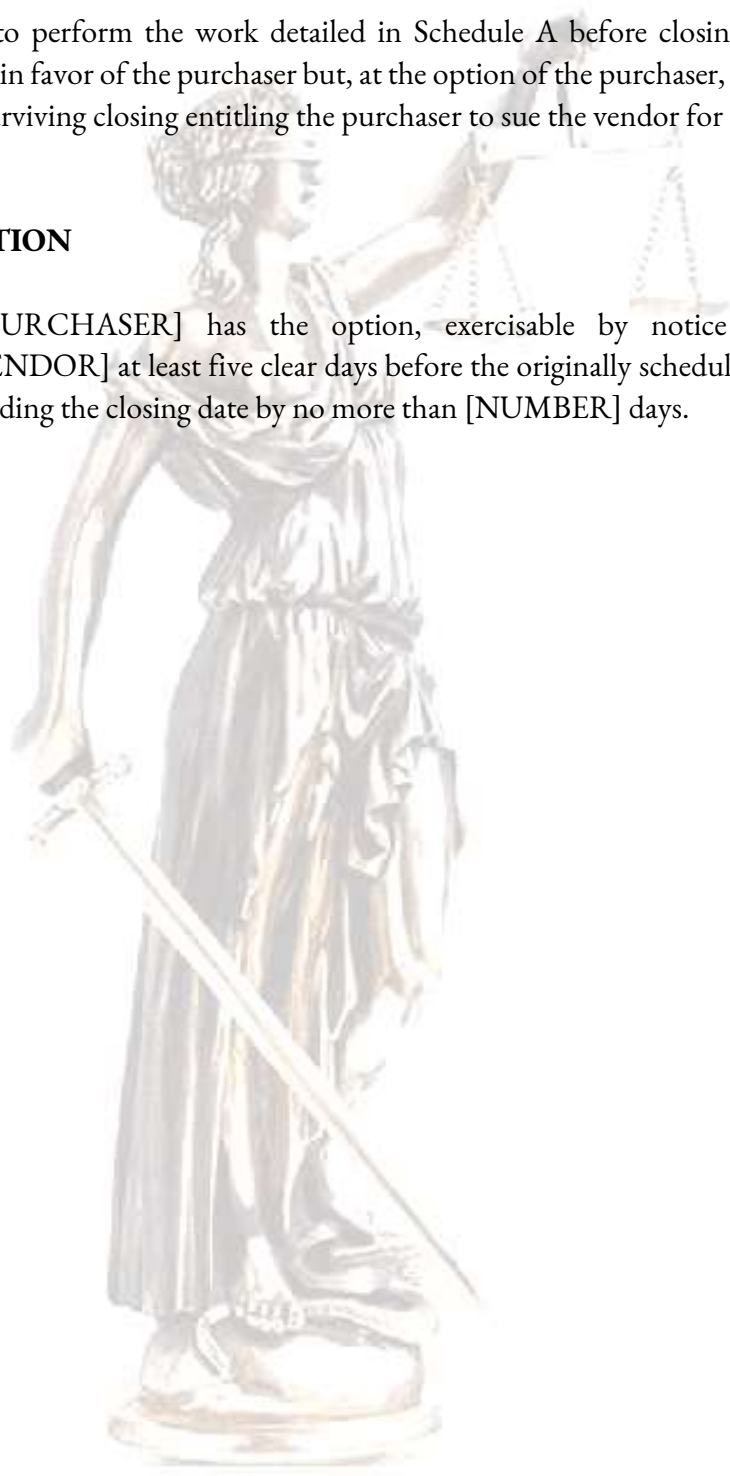
The vendor shall supply the purchaser with an up-to-date survey of the subject property, showing its lot lines in relation to neighboring properties and the location of any buildings and other structures on the subject property in relation to the lot lines, prepared by a qualified land surveyor and acceptable to the purchaser's mortgagee, within a reasonable time before closing.

NON-MERGING OUTSTANDING WORK COVENANTS

The vendor agrees to perform the work detailed in Schedule A before closing. This covenant is a condition of closing in favor of the purchaser but, at the option of the purchaser, also operates as a non-merging warranty surviving closing entitling the purchaser to sue the vendor for damages for breach of contract.

EXTENSION OPTION

The [VENDOR/PURCHASER] has the option, exercisable by notice in writing to the [PURCHASER/VENDOR] at least five clear days before the originally scheduled closing date of this transaction, of extending the closing date by no more than [NUMBER] days.



CONSENT BY LESSOR TO ASSIGNMENT OF LEASE

This Consent by Lessor to Assignment of Lease (the "Consent") effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- C. Assignor, as lessee, and Lessor have executed that certain Lease, dated [DATE] (the "Lease"), covering those certain premises and related improvements described on Exhibit A attached hereto (the "Premises").
- D. Assignor desires to assign its rights as lessee in the Lease to Assignee and Assignee desires to accept the assignment of the Lease and to assume the obligations of Assignor under the Lease, and Lessor is willing to consent to such assignment and assumption on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the payment by Assignor of [AMOUNT], payable on or before [DATE], the parties hereby agree as follows:

1. Consent to Assignment

Lessor hereby consents to the assignment of the Lease to Assignee on the terms and conditions of the Assignment of Lease of even date herewith delivered to Lessor. Lessor's consent to the assignment of the Lease to Assignee shall not be deemed to be a consent to any other or subsequent assignment.

2. Release

Lessor, on behalf of itself and its representatives, agents, heirs and assigns, release and discharge Assignor, Assignor's former, current or future officers, employees, representatives, agents, fiduciaries, attorneys, directors, shareholders, insurers, predecessors, parents, affiliates, benefit plans, successors, heirs, and assigns from any and all claims, liabilities or obligations of every kind and nature, whether now known or unknown, suspected or unsuspected, which Lessor ever had or now have against any of them. The released claims include without limitation any claims arising out of or related to the Lease and/or any of the conditions, events, transactions or series of transactions related thereto. The released claims also

specifically include all claims arising under any federal, state or local law or statute; the law of contract and tort; and any claim for attorneys' fees.

3. Waiver of Unknown Claims

Lessor acknowledges that there may exist claims or facts in addition to or different from those which are now known or believed by it to exist and represent that, by means of the release set forth in Article 2 above, it is nonetheless their intention to fully settle and release all such claims, whether known or unknown.

Lessor agrees never to commence or prosecute any action against Assignor or any of the other parties identified in Article 2 above based in whole or in part upon any of the claims described in Article 2 above.

4. Entire Agreement

This Consent constitutes the entire agreement of Lessor and Assignor pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether written or oral. The parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Consent. Parol evidence will be inadmissible to show agreement by and among the parties to any term or condition contrary to or in addition to the terms and conditions contained in this Consent.

5. Interpretation; Amendment

In interpreting the language of this Consent, the Lessor and Assignor shall be treated as having drafted this Consent after meaningful negotiations. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party. This Consent may be modified only by a writing signed by Lessor and Assignor.

6. Attorneys' Fees

If any party hereto fails to perform any of its obligations under this Consent or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Consent, and an action is filed, the prevailing party in any such action shall be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such incurred in connection with any appeal.

7. Counterparts

This Consent may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on the all parties hereto, even though all parties are not signatory to the same counterpart.

8. Binding Effect

This Consent shall be binding on Lessor, and inure to the benefit of Assignor and its respective heirs, executors, administrators, successors in interest and assigns.

9. Governing Law

This Consent is governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A

[DESCRIPTION OF PREMISES]

CONSENT BY LESSOR TO SUBLEASE

This Consent by Landlord to Sublease (the "Consent") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- C. Tenant, as Tenant under the Lease, and Landlord have executed that certain Lease dated [DATE] (the "Master Lease"), covering those certain premises and related improvements described in the attached Exhibit "A" (the "Premises").
- D. Tenant desires to sublease [all] [a portion] of the Premises to [NAME] ("Subtenant") and Subtenant desires to accept a sublease in the form attached as Exhibit "B" (the "Sublease"). Landlord is willing to consent to the Sublease on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the payment by Tenant of [AMOUNT], payable on or before [DATE] to Landlord, the parties agree as follows:

1. Consent to Sublease

Landlord hereby consents to the Sublease and the transactions contemplated thereby. Landlord's consent to the Sublease shall not be deemed to be a consent to (i) any further or other subleasing of the Subleased Premises, (ii) any subleasing of any other portion of the Premises, or (iii) the subleasing of any portion of the Premises to any other subtenant or on any other or different terms than those stated in

the Sublease. Tenant shall provide Landlord with a fully-executed copy of the Sublease promptly after execution.

2. Continuing Liability

Tenant acknowledges that (i) Tenant shall remain primarily liable for, and shall not be released from, the full and faithful performance of all terms and conditions of the Master Lease, notwithstanding the existence of (and Landlord's consent to) the Sublease, or any breach committed by Subtenant under the Sublease, and (ii) Landlord shall be entitled to pursue all remedies available in the event of Tenant's breach of the Master Lease, without regard to the performance or nonperformance of the terms of the Sublease by Subtenant.

3. Monthly Basic Rent

Landlord and Tenant acknowledge and agree that the Monthly Basic Rent due from Subtenant under the Sublease [AMOUNT] does not exceed the Monthly Basic Rent due from Tenant under the Master Lease.

4. Entire Agreement

This Consent constitutes the entire agreement of Landlord and Tenant pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether oral or written. The Parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Consent.

5. Interpretation; Amendment

In interpreting the language of this Consent, Landlord and Tenant shall be treated as having drafted this Consent after meaningful negotiations. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either Party. This Consent may be modified only by a writing signed by Landlord and Tenant.

6. Attorneys' Fees

If any Party hereto fails to perform any of its obligations under this Consent or if a dispute arises between the Parties hereto concerning the meaning or interpretation of any provisions of this Consent, and an action is filed, the prevailing party in any such action shall be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such fees and disbursements incurred in connection with any appeal.

7. Counterparts

This Consent may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on all parties hereto.

8. Binding Effect

This Consent shall be binding on Landlord, and inure to the benefit of Tenant and its respective heirs, executors, administrators, successors in interest and assigns.

9. Governing Law

This Consent is governed by and construed in accordance with the laws of the State of [STAE/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written above.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A: THE PREMISES



EXHIBIT B: THE SUBLEASE

CONTRACT OF SALE OF COMMERCIAL PROPERTY

This Contract of Sale of Commercial Property (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASER NAME] (the "Purchaser"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

In consideration of the covenants and agreements of the respective parties, as set forth below, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and take from Seller, the real property situated in [city], [state], and particularly described as follows:

[set forth legal description]

together with all improvements on the property and appurtenances to it, and the articles of equipment and other personal property listed in Exhibit A, which is attached and incorporated by reference. The real and personal property described above is referred to as property.

Transfer to Purchaser shall include all right, title, and interest of Seller in and to all streets, alleys, roads, and avenues adjoining the real property, and shall further include any award for damaging or taking by eminent domain by public or quasi-public authority, of the real property or any part of it.

1. PRICE

The purchase price for property is [AMOUNT], payable as follows:

[describe terms].

2. TITLE; TENANCIES

- A. Conveyance of title to property shall be by warranty deed with full covenants, executed by Seller [if appropriate, add: accompanied by a duly certified resolution of the board of

directors of Seller, authorizing the conveyance], to Purchaser or Purchaser's nominees. Title to be conveyed shall be good and marketable, subject only to [specify acceptable liens, encumbrances, restrictions, easements and other burdens].

- B. Property is presently occupied by [number] tenants under month-to-month tenancies or leases, as set forth in Exhibit B, which is attached and made a part of this agreement. Transfer of title and possession to property shall be subject to those tenancies, but all right, title and interest of Seller in property shall be transferred to Purchaser or its nominees at the time of conveyance of title.
- C. Conveyance of title shall be made and sale closed within [number] days after the date of this agreement. Title shall be evidenced by a standard form title insurance policy issued by [name of title company], insuring title to property to be in Purchaser or its nominees, subject only to the matters set forth in this agreement

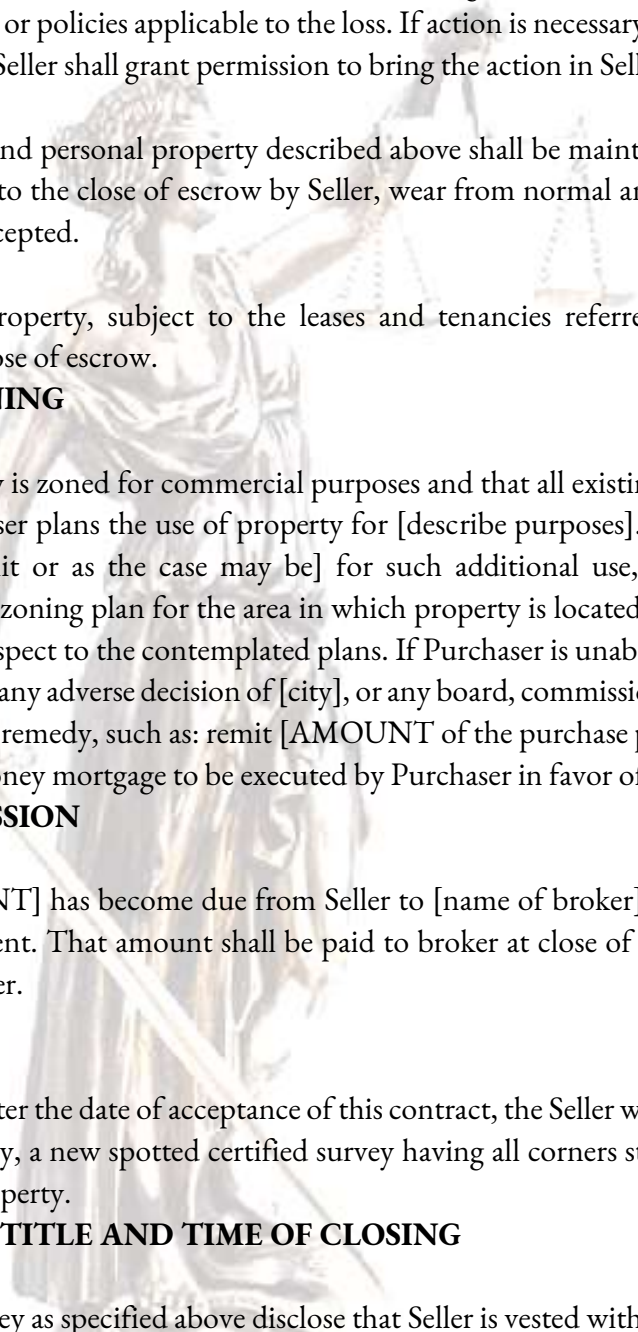
3. ASSESSMENTS

If, at the time of transfer of title, property or any part of property is subject to an assessment or assessments payable in installments, all such installments not due or delinquent at the time of transfer shall nevertheless be deemed to be due and payable at such time and as liens on the real property described above, and all such assessments shall be paid and discharged by Seller.

4. ESCROW; PRO-RATION

- A. Escrow shall be opened with [name of escrow company]. Such instructions as the escrow company may require, not inconsistent with the provisions of this agreement, shall be signed and filed by the parties.
- B. The following items shall be prorated as of the close of escrow: rentals, real estate taxes due but not delinquent, prepaid insurance premiums [add other items, as appropriate].
- C. Escrow shall close when the escrow company is in a position to record all documents required under this agreement, make all disbursements, and [issue or secure] a title insurance policy.

5. RISK OF LOSS; MAINTENANCE; TRANSFER OF POSSESSION

- 
- A. Risk of loss or damage by fire or other casualty to property or any part of property prior to close of escrow shall be the risk of Seller. In the event of such loss or damage prior to closing, this agreement shall not be affected but Seller shall assign to Purchaser all rights under any insurance policy or policies applicable to the loss. If action is necessary to recover under any casualty policy, Seller shall grant permission to bring the action in Seller's name.
 - B. Improvements and personal property described above shall be maintained in their present condition prior to the close of escrow by Seller, wear from normal and reasonable use and deterioration excepted.
 - C. Possession of property, subject to the leases and tenancies referred to above, shall be transferred at close of escrow.

6. COMMERCIAL ZONING

Seller warrants that property is zoned for commercial purposes and that all existing uses are lawful and within such zoning. Purchaser plans the use of property for [describe purposes]. Purchaser intends to apply for a [building permit or as the case may be] for such additional use, and for appropriate amendments to the existing zoning plan for the area in which property is located. Seller will cooperate fully with Purchaser with respect to the contemplated plans. If Purchaser is unable to proceed with the described project because of any adverse decision of [city], or any board, commission, or officer of [city], Purchaser shall [state agreed remedy, such as: remit [AMOUNT] of the purchase price by crediting that amount on the purchase-money mortgage to be executed by Purchaser in favor of Seller].

7. BROKER'S COMMISSION

A commission of [AMOUNT] has become due from Seller to [name of broker] by reason of the sale provided for in this agreement. That amount shall be paid to broker at close of escrow directly, from cash payable on close to Seller.

8. SURVEY

Within [NUMBER] days after the date of acceptance of this contract, the Seller will provide and deliver to Buyer or Buyer's Attorney, a new spotted certified survey having all corners staked and showing all improvements upon the Property.

9. EXAMINATION OF TITLE AND TIME OF CLOSING

If the title evidence and survey as specified above disclose that Seller is vested with fee simple title to the Property (subject only to the permitted exceptions set forth above acceptable to Buyer), this sale shall be closed and Buyer shall perform the agreements made in this contract, at the office of Buyer's Attorney, on or before [NUMBER] days after acceptance of this contract. If title evidence or survey reveal any defect or condition which is not acceptable to Buyer, the Buyer shall, within [NUMBER] days, notify the Seller of such title defects and Seller agrees to use reasonable efforts to remedy such defects and shall

have [NUMBER] days to do so, in which case this sale shall be closed within [NUMBER] days after delivery of acceptable evidence to Buyer and Buyer's Attorney that such defects have been cured. Seller agrees to pay for and clear all delinquent taxes, liens, and other encumbrances, unless the parties otherwise agree. If Seller is unable to convey to Buyer a good and insurable title to the Property, the Buyer shall have the right to demand all sums deposited by Buyer and held by or for the Seller. At the same time, Buyer shall return to Seller all items, if any, received from Seller, whereupon all rights and liabilities of the parties to this contract shall cease. However, the Buyer shall have the right to accept such title as Seller may be able to convey and to close this sale upon the other terms as set forth in this contract.

10. DEFAULT BY BUYER

If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the initial deposit, it is being agreed that this is Seller's exclusive remedy.

11. DEFAULT BY SELLER

If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, or the Buyer may bring suit against Seller for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.

12. ATTORNEY FEES AND COSTS

If any litigation is instituted with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to, reasonable attorney's fees and court costs.

13. CONDITION OF THE PROPERTY

Seller agrees to deliver the Property to Buyer in its present condition, ordinary wear and tear excepted, and further certifies and represents that Seller knows of no latent defect in the Property. All heating, cooling, plumbing, electrical, sanitary systems, and appliances shall be in good working order at the time of closing. Seller represents and warrants that the personal property conveyed with the premises shall be the same property inspected by Buyer and that no substitutions will be made without the Buyer's written consent. Buyer may also inspect or cause to be inspected the foundation, roof supports, or structural member of all improvements located upon the Property. If any such system, appliance, roof, foundation, or structural member shall be found defective, Buyer shall notify Seller at or before closing and Seller shall thereupon remedy the defect forthwith at its sole expense (in which case the time for

closing shall be reasonably extended as necessary). If the costs of such repairs shall exceed [%] of the total purchase price, Seller may elect not to make such repairs and the Buyer may elect to take the Property in such defective condition and deduct [%] from the purchase price or Buyer may, at his/her option, elect to terminate this contract and receive the full refund of all deposits and other sums tendered hereunder. In addition, Seller agrees to remove all debris from the Property by date of possession.

14. OCCUPANCY

Seller shall deliver possession to Buyer no later than the closing date unless otherwise stated herein. Seller represents that there are no persons occupying the Property. Seller agrees to provide true and accurate copies of all written leases to Buyer within [NUMBER] days after the date of acceptance of this contract. Said leases are subject to Buyer's approval. Seller shall provide such letters notifying tenants to pay rent to the buyer after closing as Buyer may reasonably request. Seller warrants that any rent rolls and other income and expense data provided to Buyer are complete and accurate, all of which must be acceptable to Buyer.

15. NOTICES

Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery or by certified mail - return receipt requested. Such notice shall be effective upon delivery or mailing.

16. BINDING EFFECT OF AGREEMENT

This agreement and the covenants and agreements of it shall bind and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Unless the agreement otherwise requires, the covenants of this agreement shall survive the transfer of title.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. [Number] duplicate originals of the agreement have been signed.

SELLER

PURCHASER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A

**IMPROVEMENTS, APPURTENANCES AND
EQUIPMENT**

ESCROW AGREEMENT

This Escrow Agreement (the "Agreement") is made and effective the [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ESCROW AGENT NAME] (the "Escrow Agent"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

Simultaneously with the making of this Agreement, Seller and Buyer have entered into a contract (the "Contract") by which Seller will sell to Buyer the following property:

[Description of Property being Sold]

1. DATE OF CLOSING

The closing will take place on [Date of Closing], at [Time of Closing] at the offices of [Name of the Office where Closing is taking place], located at [Address of the Office], or at such other time and place as Seller and Buyer may jointly designate in writing. Pursuant to the Contract, Buyer must deposit [Down Payment Amount] as a down payment to be held in escrow by the Escrow Agent.

2. PAYMENT TERMS

If the closing takes place under the Contract, Escrow Agent at the time of closing shall pay the amount deposited with Agent to Seller or in accordance with Seller's written instructions. Escrow Agent shall make simultaneous transfer of the said property to the Buyer. If no closing takes place under the Contract, Escrow Agent shall continue to hold the amount deposited until receipt of written authorization for its disposition signed by both Buyer and Seller. If there is any dispute as to whom Escrow Agent is to deliver the amount deposited, Escrow Agent shall hold the sum until the parties' rights are finally determined in an appropriate action or proceeding or until a court orders Escrow Agent to deposit the down payment with it. If Escrow Agent does not receive a proper written authorization from Seller and Buyer, or if an action or proceeding to determine Seller's and Buyer's rights is not begun or diligently prosecuted, Escrow Agent is under no obligation to bring an action or proceeding in court to deposit the sum held, but may continue to hold the deposit. Escrow Agent assumes no liability except that of a stockholder. Escrow Agents duties are limited to those specifically set out in this Agreement. Escrow Agent shall incur no liability to anyone except for willful misconduct or gross negligence so long as the Escrow Agent acts in good faith. Seller and Buyer release Escrow Agent from any act done or omitted in good faith in the performance of Escrow Agents duties.

3. ACKNOWLEDGMENT OF DOWN PAYMENT

The [Down Payment Amount] down payment referred to herein above has been paid by Buyer to Escrow Agent. Escrow Agent acknowledges receipt of [Down Payment Dollar Amount] from Buyer by check [Check Number on Down Payment Check] subject to collection.

Special provisions

[Describe any Special Provisions]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER

BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ESCROW AGENT

Authorized Signature

Print Name and Title



EXCLUSIVE RIGHT TO SELL

This Exclusive Right to Sell (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For and in consideration of your services to be rendered in listing for sale and in undertaking to sell or find a purchaser for the property hereinafter described, the parties understand and agree that this is an exclusive listing to sell the real estate located at [ADDRESS], together with the following improvements and fixtures:

[DESCRIBE]

2. TERMS

The minimum selling price of the property shall be [AMOUNT], to be payable on the following terms: [SPECIFY]

You are authorized to accept and hold a deposit in the amount of [AMOUNT] as a deposit and to apply such deposit on the purchase price.

If said property is sold, traded or in any other way disposed of either by us or by anyone else within the time specified in this listing, it is agreed to and understood that you shall receive from the sale or trade of said property as your commission percent (%) of the purchase price.

Should said property be sold or traded within [NUMBER] days after expiration of this listing agreement to a purchaser with whom you have been negotiating for the sale or trade of the property, the said commission shall be due and payable on demand. We agree to furnish a certificate of title showing a good and merchantable title of record, and further agree to convey by good and sufficient warranty deed or guaranteed title on payment in full.

The listing contract shall continue until midnight of [DATE].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER

OWNER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RENEWAL OF LEASE

Dear [Contact name],

This is to notify you that we are exercising the option to renew our lease of [ADDRESS] for a further term of [NUMBER] years contained in [SECTION REFERENCE] of the lease.

Please advise us of the rent you propose to charge in the renewed term so that we can decide whether or not to submit the matter to arbitration in accordance with the provisions of [SECTION REFERENCE] of the lease.

Thank you for you cooperation.

Sincerely,

Your name & title
contact

EXTENSION OF LEASE AGREEMENT

This Extension of Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is relative to a certain Lease Agreement for premises known as [DESCRIBE] located at [ADDRESS] and dated [DATE].

TERMS

1. For good consideration, Landlord and Tenant each agree to extend the term of said Lease for a period of [TIME PERIOD] commencing on [DATE], terminating on [DATE], with no further right of renewal or extension beyond said termination date.
2. During the extended term, Tenant shall pay Landlord rent of [AMOUNT] payable in advance.
3. It is further provided, however, that all other terms of the Lease shall continue during this extended term as if set forth herein.
4. This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



GUARANTY OF LEASE

This Guaranty of Lease (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [GUARANTOR NAME] (the "Guarantor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

Reference is made to that certain Lease herewith, dated [DATE], by and between Landlord and Tenant with respect to certain premises;

As a material inducement to, and in consideration of, Landlord entering into the Lease, Guarantor does hereby agree as follows:

1. GUARANTY

Guarantor do hereby unconditionally guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for, the payment of rent by Tenant for [NUMBER] months starting [DATE] through [DATE].

2. MODIFICATIONS AND AMENDMENTS

The Lease may be amended or modified, and further agreements may be entered into between Tenant and Landlord, without further authorization from or notice to Guarantor and no such action shall terminate, release, reduce, diminish or in any way affect any of the obligations of the Guarantor hereunder or give Guarantor recourse or defense against Landlord.

Landlord may alter, compromise, accelerate, extend or change the time or manner for the performance or payment of any obligation(s) of Tenant under the Lease, waive any default by Tenant, fail to assert any rights against Tenant, grant to Tenant any other indulgence or concession with respect to all or any part of any of the obligations of Tenant under the Lease, release, substitute or add Guarantors and may generally deal with Tenant, or any indebtedness of Tenant to Landlord, as Landlord sees fit, and no such action and no change, impairment or suspension of any right or remedy of Landlord shall terminate, release, reduce, diminish or in any way affect any of the obligations of Guarantor hereunder or give Guarantor any recourse or defense against Landlord.

3. LIABILITIES

The amount of liability of Guarantor and all rights, power and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor, including any other guaranty executed by Guarantor relating to any indebtedness of Tenant to Landlord, shall be cumulative and not alternative and shall be deemed to include all rights, powers and remedies given to Landlord by law. This Guaranty is in addition to and exclusive of the guaranty of any other guarantor of any indebtedness of Tenant to Landlord.

4. OBLIGATIONS OF GUARANTOR

The obligations of Guarantor hereunder are independent of the Lease Obligation. In the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Tenant is joined therein or a separate action or actions is brought against Tenant. Landlord may maintain successive actions for other defaults. Landlord's rights hereunder shall not be exhausted by its exercise of any of its other rights or remedies or by any such action or by any number of successive actions until and unless all of the Lease Obligation hereby guaranteed has been fully performed and the period of time has expired during which any payment made by Tenant or Guarantor to Landlord may be determined to be a Preferential Payment.

5. SEVERABILITY

Each Guarantor shall be jointly and severally liable for, and agrees to pay to Landlord without demand, attorneys' fees in such amount as the Court determines is reasonable and all costs and other expenses which Landlord expends or incurs in enforcing, collecting or compromising the Lease Obligation hereby guaranteed or in enforcing or collecting upon this Guaranty against Guarantor the Lease Obligation hereby guaranteed whether or not suit is filed.

6. ENFORCEMENT

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective and enforceable.

7. NO WAIVER

No provision of this Guaranty or right of Landlord hereunder can be waived nor can Guarantor be released from his or her obligations hereunder except by a writing duly executed by Landlord.

8. REPRESENTATIONS AND WARRANTIES

Guarantor represents and warrants it is represented or has had full opportunity to be represented by independent legal counsel of its own choice in connection with this Guaranty, that it has personally reviewed this Guaranty, and that it fully has the requisite experience and sophistication to understand its terms and conditions and the consequences of the duties assumed and rights waived herein. In the event of an ambiguity in or dispute regarding the interpretation of this Instrument, the interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party.

9. GOVERNING LAW

This Guaranty shall be governed by and construed in accordance with the laws of [STATE/PROVINCE]. Except as provided in any other written agreement now or at any time hereafter in force between Landlord and Guarantor, this Guaranty shall constitute the entire agreement of the Guarantor with Landlord with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein.

10. BINDING AGREEMENT

Guarantor agree to be bound by all provisions of the Lease.

11. DEFINITIONS

The term Landlord whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by

assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term Tenant whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee of said Lease and also any successor to the interests of said Tenant or assignee of such Lease or any part thereof, whether by assignment or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

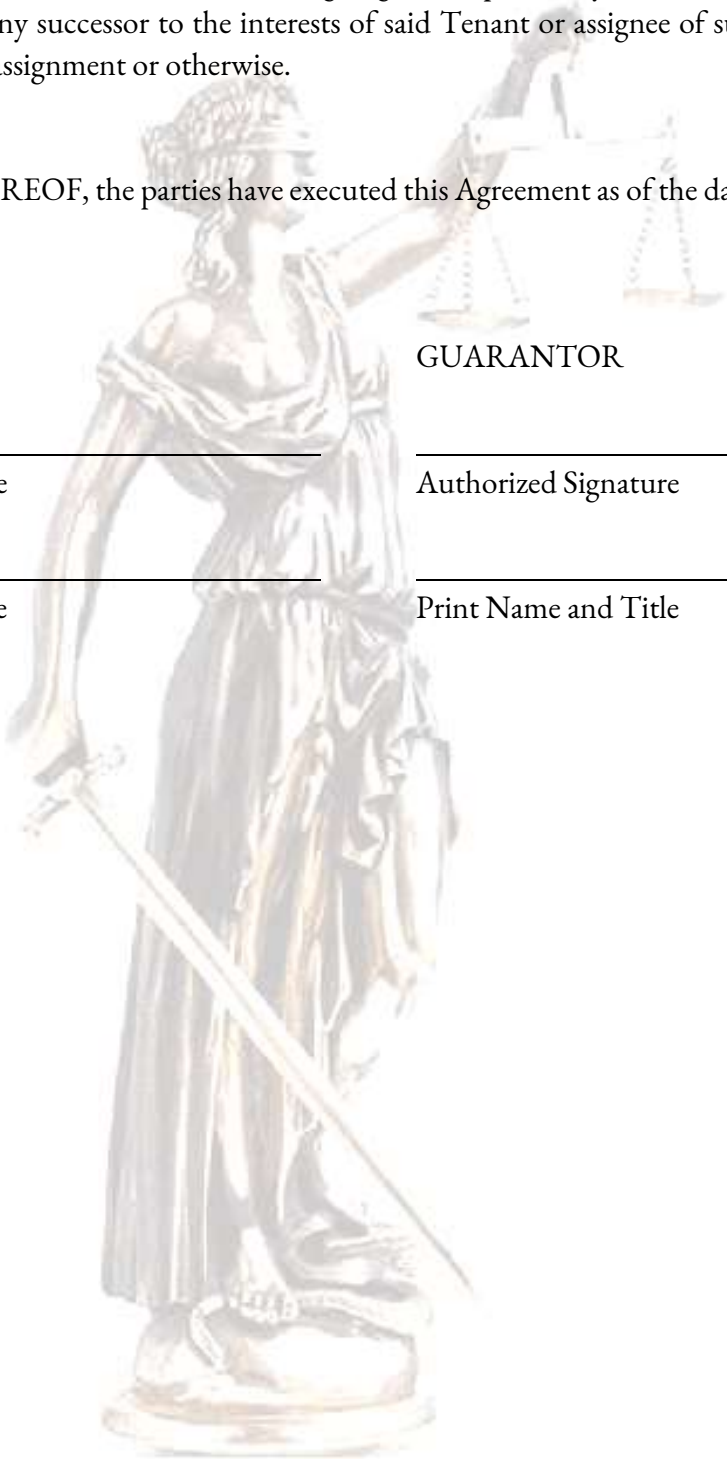
GUARANTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



COMMERCIAL LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the premises located at [address], [city], [state], and described more particularly as follows:

[insert legal description].

2. GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

3. LEASE TERM

- c. **Total Term of Lease:** The term of this Lease shall begin on the commencement date, as defined in Section b) of this Article 3, and shall terminate on [DATE].
- d. **Commencement Date:** The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premised, so long as such date is not in excess of [NUMBER] days subsequent to execution hereof.

4. EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

5. DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

- e. **Annual Rent:** Annual rent for the term of the Lease shall be [AMOUNT], plus applicable sales tax.
- f. **Payment of Yearly Rent:** The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be [AMOUNT], on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.
- g. Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.
- h. A late fee in the amount of [AMOUNT] shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.

6. USE OF PROPERTY BY TENANT

The Leased Premises may be occupied and used by Tenant exclusively as a [DESCRIBE], to be known as a [DESCRIBE] .

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any Sub-Tenant, assignee, or licensee, which or who shall use the property for any other use.

7. RESTRICTIONS ON USE

Tenant shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes.

Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

8. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Tenant shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

9. DELAY IN DELIVERING POSSESSION

This lease agreement shall not be rendered void or voidable by the inability of Landlord to deliver possession to Tenant on the date set forth in Section 3. Landlord shall not be liable to Tenant for any loss or damage suffered by reason of such a delay; provided, however, that Landlord does deliver possession no later than [date]. In the event of a delay in delivering possession, the rent for the period of such delay will be deducted from the total rent due under this lease agreement. No extension of this lease agreement shall result from a delay in delivering possession.

10. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of [AMOUNT] as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

11. TAXES

- f. **Property Taxes:** The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.
- g. **Real Estate Taxes:** During the continuance of this lease Landlord shall deliver to Tenant a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than [NUMBER] days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.
- h. **Contest of Taxes:** The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. In any such event, if the Landlord agrees, at the request of the Tenant, to join with the Tenant at Tenant's expense in said proceedings and the Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Tenant shall have the right to contest the amount of any such tax and the Tenant shall have the right to withhold payment of any such tax, if the statute under which the Tenant is contesting such tax so permits.
- i. **Payment of Ordinary Assessments:** The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than [NUMBER] days after the day on which the same became initially due. The Tenant may take the benefit of any law allowing assessments to be paid in installments and in such event the Tenant shall only be liable for such installments of assessments due during the term hereof.
- j. **Changes in Method of Taxation:** Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the

Landlord, then the Tenant shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Tenant to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Landlord, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

12. IMPROVEMENTS BY TENANTS

Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens

removed from the property within [NUMBER] days of notification to do so by the Landlord , in addition to all other remedies available to the Landlord , the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

13. Utilities

Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

14. OBLIGATIONS FOR REPAIRS

- f. **Landlord's Repairs:** Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of subtenants, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first [NUMBER] months of the term hereof.
- g. **Tenant's Repairs:** The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.
- h. **Requirements of the Law:** The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section a) and c) of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in

proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense. All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section b) of this Article 9 or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.

- i. **TENANT'S Alterations:** The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.
- j. **Permits and Expenses:** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work

that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

15. TENANT'S COVENANTS

Tenant covenants and agrees as follows:

- d. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- e. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- f. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

16. INDEMNITY BY TENANT

The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than [AMOUNT] for injury or death from one accident and [AMOUNT] property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancelable without [NUMBER] days prior written notice to Landlord.

17. SIGNAGE

- c. **Exterior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.
- d. **Interior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

18. INSURANCE

- a. **Insurance Proceeds:** In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:
 - i. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
 - ii. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
 - iii. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

- b. **Subrogation:** Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.
- c. **Contribution:** Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

19. DAMAGE TO DEMISED PREMISES

- a. **Abatement or Adjustment of Rent:** If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.
- b. **Repairs and Restoration:** Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within [number] days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within [number] months of such damage or destruction, then

Tenant may at any time thereafter cancel and terminate this Lease by sending [number] days written notice thereof to Landlord, or, in the alternative, Tenant may, during said [number] day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to [%] or more of the replacement cost, (exclusive of the land and foundations), this Lease, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within [number] days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

20. CONDEMNATION

- a. **Total Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.
- b. **Partial Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by [%] or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within [number] days after Tenant shall receive notice of such taking. In the event of termination by Tenant of this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.
- c. **Restoration** In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this

Lease and the term thereof shall continue in full force and effect and Landlord , at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

- d. **The Award:** All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.
- e. **Release:** In the event of any termination of this Lease as the result of the provisions of this Article 20, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

21. LANDLORD'S REMEDIES

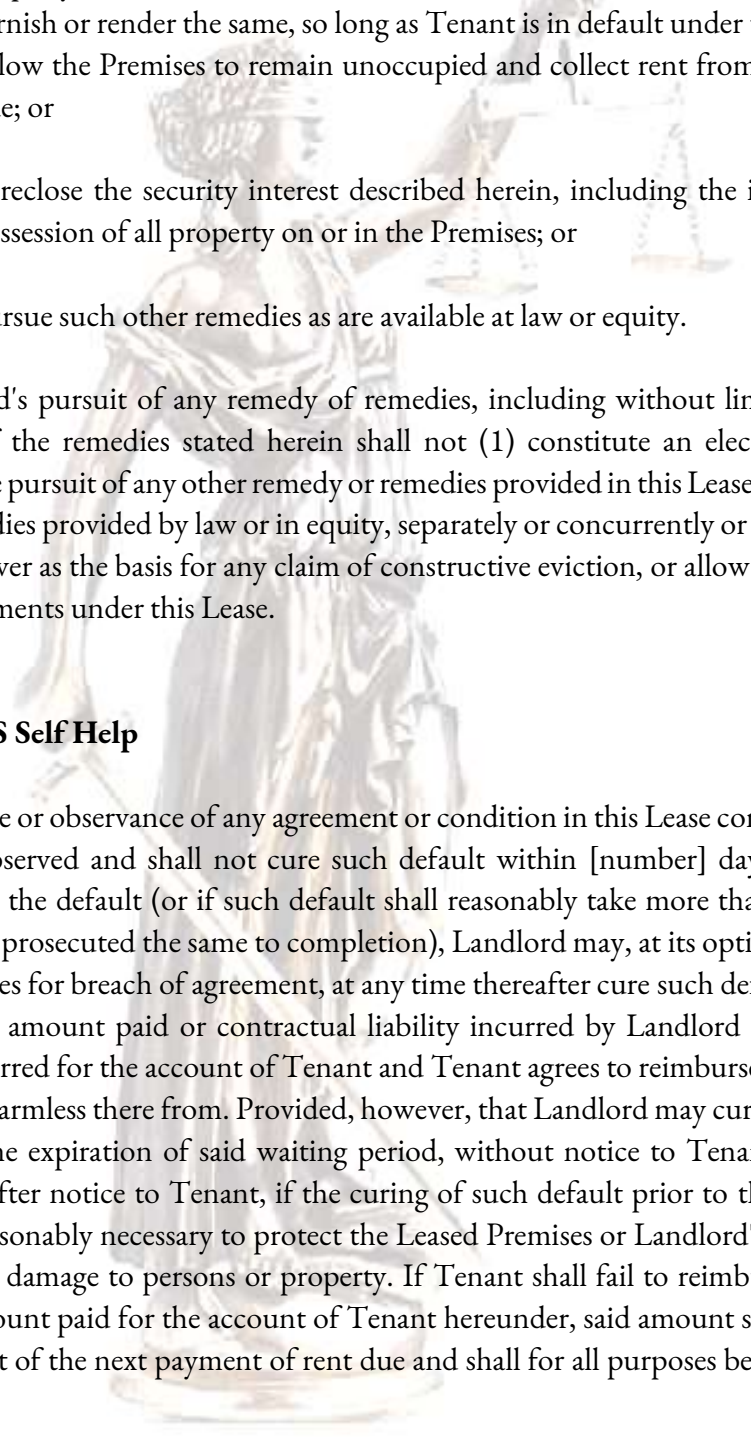
In the event that:

- a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or
- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within [NUMBER] days of recordation thereof; or

- c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of [NUMBER] days after notice to Tenant in writing of such default (or if such default shall reasonably take more than [NUMBER] days to cure, Tenant shall not have commenced the same within the [NUMBER] days and diligently prosecuted the same to completion); or
- d. [NUMBER] days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:
 - ix. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
 - x. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or
 - xi. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at

once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

- xii. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property there from, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

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- xiii. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or
 - xiv. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or
 - xv. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or
 - xvi. Pursue such other remedies as are available at law or equity.
- e. Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

22. LANDLORD'S Self Help

If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within [number] days after notice from Landlord specifying the default (or if such default shall reasonably take more than [number] days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefore and save Landlord harmless there from. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

23. TENANT'S Self Help

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within [number] days after notice from Tenant specifying the default (or, if such default shall reasonably take more than [number] days to cure, and Landlord shall not have commenced the same within [number] days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore and save Tenant harmless there from. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefore.

24. TITLE

- a. **Subordination:** Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:
 - iii. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder
 - iv. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of this Agreement, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will

recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article 24 means a mortgage securing a loan from a bank or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

- b. **Quiet Enjoyment:** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord .
- c. **Zoning and Good Title:** Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefore by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within [number] days after written request therefore by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate,

provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

- d. **Licenses:** It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefore; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

25. EXTENSIONS/WAIVERS/DISPUTES

- a. **Extension Period:** Any extension hereof shall be subject to the provisions of Article c) hereof.
- b. **Holding Over:** In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.
- c. **Waivers:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.
- d. **Disputes:** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there

shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

- e. **Tenant's Right to cure Landlord's Default:** In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.
- f. **Notices:** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

26. PROPERTY DAMAGE

- a. **Loss and Damage:** Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on

the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising there from.

- b. **Force Majeure:** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

27. Assignment and Subletting

Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this lease or to sublet all or any portion of the Leased Premises or to cease operating Tenant's business on the Leased Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and in the event that Tenant assigns or sublets this property for an amount in excess of the rental amount then being paid, then Landlord shall require as further consideration for the granting of the right to assign or sublet, a sum equal to [%] of the difference between the amount of rental to be charged by Tenant to Tenant's subtenant or assignee and the amount provided for herein, payable in a manner consistent with the method of payment by the subtenant or assignee to the Tenant, and/or [%] of the consideration paid or to be paid to Tenant by Tenant's or Sub-Tenant or assignee.

28. Fixtures

All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or

any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

29. OPTION TO RENEW

Landlord grants to Tenant an option to renew this lease agreement for a period of [number] years after expiration of the term of this Lease agreement at a rental of [amount] per month, with all other terms and conditions of the renewal lease to be the same as those in this lease agreement. To exercise this option to renew, Tenant must give Landlord written notice of intention to do so at least [number] days before this lease agreement expires.

30. Estoppel Certificates

At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

31. Invalidity of Particular Provision

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

32. Captions and Definitions of Parties

The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

33. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

34. Brokerage

No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

35. Entire Agreement

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

36. Governing Law

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of [state/province]. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in [state/province].

37. litigation

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

If Landlord files an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, Tenant shall pay Landlord reasonable attorney fees for the services of Landlord's attorney in the action, all fees to be fixed by the court.

38. Contractual Procedures

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

39. Extraordinary remedies

To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

40. Reliance on Financial Statement

Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional [number] months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT "A" LEGAL DESCRIPTION



EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LICENSOR NAME] (the "Indemnitor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LICENSEE NAME] (the "Indemnitee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the following described property located in [CITY], [STATE/PROVINCE]: [insert legal description].

2. LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for [specify primary purpose(s)] and for incidental purposes related to such purpose during the period beginning [date], and continuing until this agreement is terminated as provided in this agreement.

3. PERIODIC PAYMENTS

Licensee shall pay licensor for this license at the rate of [AMOUNT] per [month] payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance promptly on the [day of each month] thereafter during the continuation of this agreement.

4. VARIABLE PAYMENTS

In addition to making the payments provided for in Section Three of this agreement, licensee shall make payments based on the extent of utilization of the above-described property. Such payments shall be at the rate of [SPECIFY]. The first payment under this provision shall cover the period from and including [date], to and including [date], and shall be due and payable on [date]. Subsequent payments shall cover [NUMBER] intervals after [date], and each such payment shall be due and payable [NUMBER] days after the expiration of the [TIME] interval to which it is applicable. All payments shall be supported by appropriate statements certified by licensee.

5. TERMINATION

- D. Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than [NUMBER] days prior to the date specified in such notice for the date of termination.
- E. Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this agreement shall immediately terminate; and, in the case of partial destruction, this agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within [NUMBER] days following such partial destruction and not less than [NUMBER] days prior to the termination date specified in such notice.
- F. If licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, licensor may terminate this agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than [NUMBER] days prior to the date specified in such notice for the date of termination.

6. APPORTIONMENT OF PAYMENTS ON TERMINATION

- D. On any termination of this agreement, licensor shall apportion, on a [NUMBER]-day basis, the [monthly] fee paid in advance from and including the first day of the [month] during which the agreement is terminated to and including the day on which the agreement is terminated, and the licensor shall refund to the licensee the unearned portion of such fee; provided, however, that no refund shall be in an amount less than [AMOUNT].
- E. On any termination of this agreement, licensee, shall quit the above-described property, and shall remove from such property all property installed in, on, or attached to the above-described property.

- F. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.

7. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of [STATE/PROVINCE].

8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

9. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

10. NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

11. ATTORNEY'S FEES

In the event that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

12. ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR

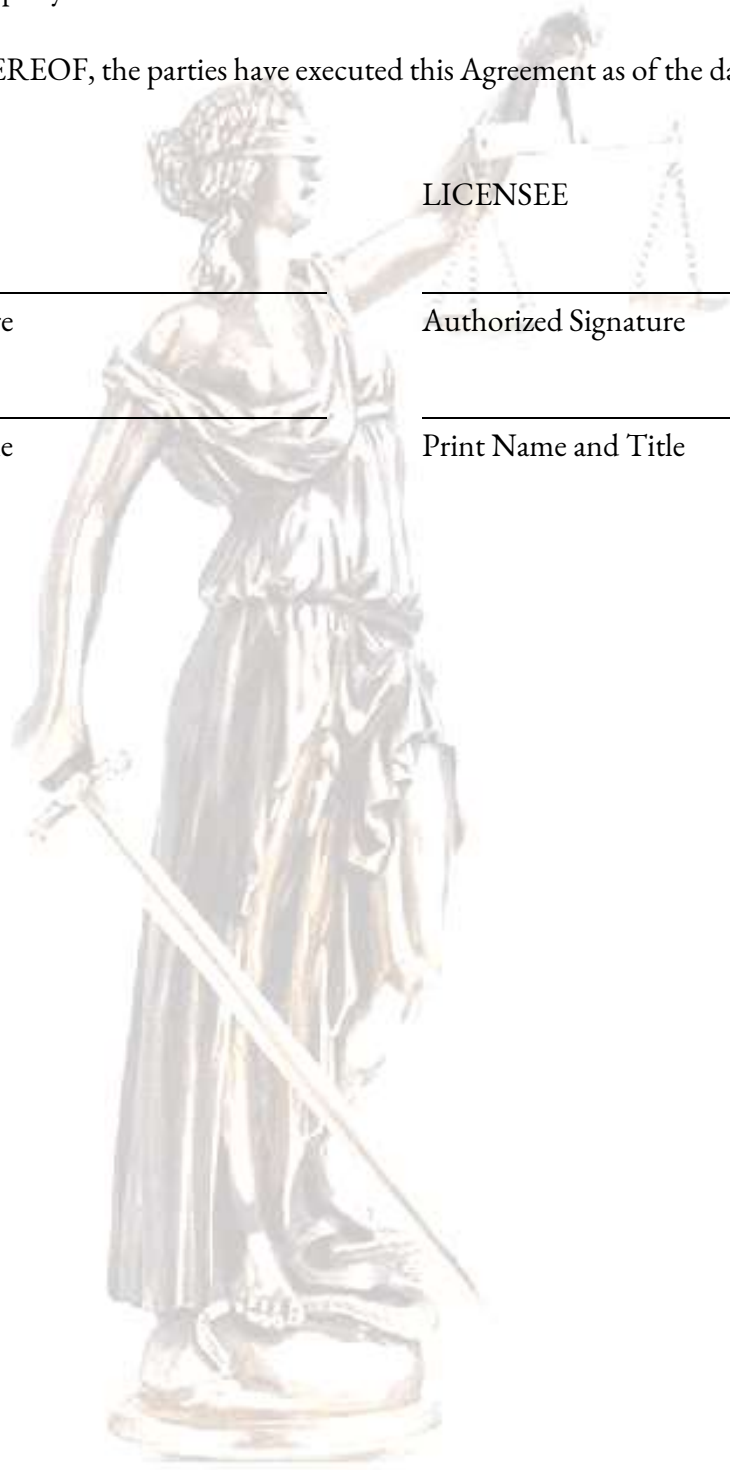
LICENSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



MODIFICATION OF LEASE AGREEMENT

This Modification of Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

- C. Pursuant to the lease dated [DATE] ["Lease"], lessee let from lessor [square feet of net rentable area in the building located at (address), (city), County, (state)] (the "Premises"), and more specifically described in the Lease, for a term which expires on [DATE] (the "Lease termination date").
- D. Lessor and lessee desire to extend the lease for a term of [NUMBER] years from the lease termination date.

Therefore, in consideration of the mutual promises contained in this lease amendment and extension agreement, the parties agree as follows:

6. CONSTRUCTION

This Agreement shall be construed in conjunction with the lease and, except as amended by this instrument, all of the terms, covenants, and conditions of the lease shall remain in full force and effect and are ratified and confirmed by this instrument.

7. DEFINED TERMS

All terms used in this lease amendment and extension agreement shall have the meanings ascribed to them in the lease unless otherwise defined in this instrument.

8. LEASE TERM

The term of the letting of the premises shall be extended to and shall terminate on [DATE].

9. BASE RENT

Beginning on [DATE], Lessee shall pay base rent in the amount of [AMOUNT], payable in advance on the first day of each in the manner provided in the lease.

10. ADDITIONAL RENT

Lessee shall make payments with respect to real estate taxes, operating expenses, and other additional rent, if any, in the manner provided in the lease.

IN WITNESS WHEREOF, Lessor and Lessee duly executed this Modification of Lease Agreement, as of the day and year written above.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

MORTGAGE NOTE

This Mortgage Note (the "Agreement") is made and effective [DATE],

BETWEEN: [MORTGAGOR NAME] (the "Mortgagor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [MORTGAGEE NAME] (the "Mortgagee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

FOR VALUE RECEIVED the undersigned Mortgagor jointly and severally promise(s) to pay to the order of Mortgagee the principal sum of [AMOUNT] together with interest thereon from date at the rate of [%] per annum until maturity, said principal and interest being payable monthly on the [DAY] of each and every month in lawful money of the [COUNTRY] beginning on [DATE], in monthly installments of [AMOUNT], and continuing thereafter until [DATE], or until said principal and interest have been paid in full, at [ADDRESS], or at such other place as the holder hereof may designate in writing from time to time.

1. INSTALLMENT PAYMENT

Each installment payment shall be credited first to the interest then due, and the remainder to the principal.

2. GUARANTY

This Note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of said Mortgagee.

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers and, should litigation be necessary to enforce this note, each maker and endorser waives trial by jury and consents

to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the State of [STATE/PROVINCE].

3. ATTORNEY'S FEES

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

4. GOVERNING LAW

This note is to be construed and enforced according to the laws of the State of [STATE/PROVINCE]; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holder, become immediately due and payable and it shall accrue interest at the highest rate allowable by law from the date of default.

5. DEFAULT ON PAYMENT

Default shall include, but not be limited to non-payment of any respective installment within ten (10) days from the due date set out herein, or payment dates on three different occasions for any installments which are in excess of five (5) days subsequent to the due date therefore set out herein.

6. LITIGATION

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

IN WITNESS WHEREOF, Lessor and Lessee duly executed this Modification of Lease Agreement, as of the day and year written above.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



MORTGAGE

This Mortgage (the "Agreement") is made and effective [DATE],

BETWEEN: [MORTGAGOR NAME] (the "Mortgagor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [MORTGAGEE NAME] (the "Mortgagee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of [AMOUNT] in lawful money of [COUNTRY], and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith.

1. DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES"

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mortgagee property situated in [CITY, STATE/PROVINCE] more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof;

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property herein before described, or any part and parcel thereof; and,

TOGETHER with all and singular the tenements, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and

articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Mortgagor; and,

TOGETHER with all the common elements appurtenant to any parcel, unit or lot which is all or part of the Premises; and,

ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises";

TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Mortgagee, forever.

2. EQUITY OF REDEMPTION

Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest, the principal sum of [AMOUNT] with final maturity, if not sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagee, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

3. COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee as follows:

- a. **Secured Indebtedness:** This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.
- b. **Performance of Note, Mortgage:** Mortgagor shall perform, observe and comply with all provisions hereof and of the Note and shall promptly pay, in lawful money of [COUNTRY], to Mortgagee the Secured Indebtedness with interest thereon as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness.

- c. **Extent Of Payment Other Than Principal And Interest:** Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.
- d. **Insurance:** Mortgagor shall, at its sole cost and expense, keep the Premises insured against all hazards as is customary and reasonable for properties of similar type and nature located in [CITY, STATE/PROVINCE].
- e. **Care of Property:** Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.
- f. **Prior Mortgage:** With regard to the Prior Mortgage, Mortgagor hereby agrees to: (i) Pay promptly, when due, all installments of principal and interest and all other sums and charges made payable by the Prior Mortgage; (ii) Promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor under the Prior Mortgage, within the period provided in said Prior Mortgage; (iii) Promptly notify Mortgagee of any default, or notice claiming any event of default by Mortgagor in the performance or observance of any term, covenant or condition to be performed or observed by Mortgagor under any such Prior Mortgage. (iv) Mortgagor will not request nor will it accept any voluntary future advances under the Prior Mortgage without Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

4. DEFAULTS

- a. **Event of Default:** The occurrence of any one of the following events which shall not be cured within [NUMBER] days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within [NUMBER] days after written notice from Mortgagee, if the default is non-monetary, shall constitute an "Event of Default": (a) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and other charges, as herein before provided, when and as the same shall become due and payable; (b) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect; (c) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note; (d) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.

b. **Options Of Mortgagee Upon Event Of Default:** Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following: (a) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once, by foreclosure or otherwise; (b) Pursue any and all remedies available under the Uniform Commercial Code; it being hereby agreed that [NUMBER] days' notice as to the time, date and place of any proposed sale shall be reasonable; (c) In the event that Mortgagee elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once, or as may be provided for in the Note, or any other provision or term of this Mortgage, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

5. Prior Liens

Mortgagor shall keep the Premises free from all prior liens (except for those consented to by Mortgagee).

6. Notice, Demand and Request

Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice.

7. Meaning of Words

The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them. The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

8. Severability

If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or

circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

9. Governing Law

The terms and provisions of this Mortgage are to be governed by the laws of the State of [STATE/PROVINVE]. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law. Any payment in excess of the maximum amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagee.

10. Descriptive Headings

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee and they shall not be used in the interpretation or construction hereof.

11. Attorney's Fees

As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, appeals and Proceedings. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

12. Exculpation

Notwithstanding anything contained herein to the contrary, the Note which this Mortgage secures is a non-recourse Note and such Note shall be enforced against Mortgagor only to the extent of Mortgagor's interest in the Premises as described herein and to the extent of Mortgagor's interest in any personality as may be described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MORTGAGOR

MORTGAGEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

MUTUAL CANCELLATION OF LEASE

This Mutual Cancellation of Lease (the "Agreement") is made and effective the [DATE],
BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws
of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the
[STATE/PROVINCE], with its head office located at:

TERMS

FOR GOOD CONSIDERATION, Lessee and Lessor, under a certain Lease agreement between the
parties under date of [DATE] (the "Lease"), do hereby mutually agree to terminate and cancel said Lease
effective [DATE] and all rights and obligations under said Lease shall thereupon be cancelled excepting
only for any obligations under the Lease accruing prior to the effective termination date. This agreement
shall be binding upon the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF BREACH OF LEASE

Dear [Contact name], You are hereby given notice that you are in breach of your tenancy of the premises located at [Address] under the terms of the lease dated [Date], between [LANDLORD] and [TENANT].

You are in breach of the lease because you have failed to comply with the terms and conditions of your tenancy, as follows:

[LIST HOW TENANT HAS VIOLATED THE LEASE IN CLEAR AND CONCISE LANGUAGE]

If this breach of lease is not corrected within [Number] days from the date of this letter, we will have no choice but to exercise all other legal means available to protect our rights under applicable law.

Please consider this letter a final demand for you to remedy this situation. If you fail to comply, the undersigned may commence eviction proceedings against you.

Thank you for your anticipated cooperation.
Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF LATE FEE OWED

Dear [Contact name],

We received your rent payment in the amount of [Amount] on [Date]. Thank you. If you recall from the rent agreement, a [Amount] fee will be assessed for payment received after the first of the month. Therefore, we still need [Amount] from you, calculated as follows:

Rent Due _____

Late Fee _____

Payment _____

TOTAL _____

Please make the check payable to [Company name] and mail it to the address shown below. If you have any questions, please call [Name] at [Number].

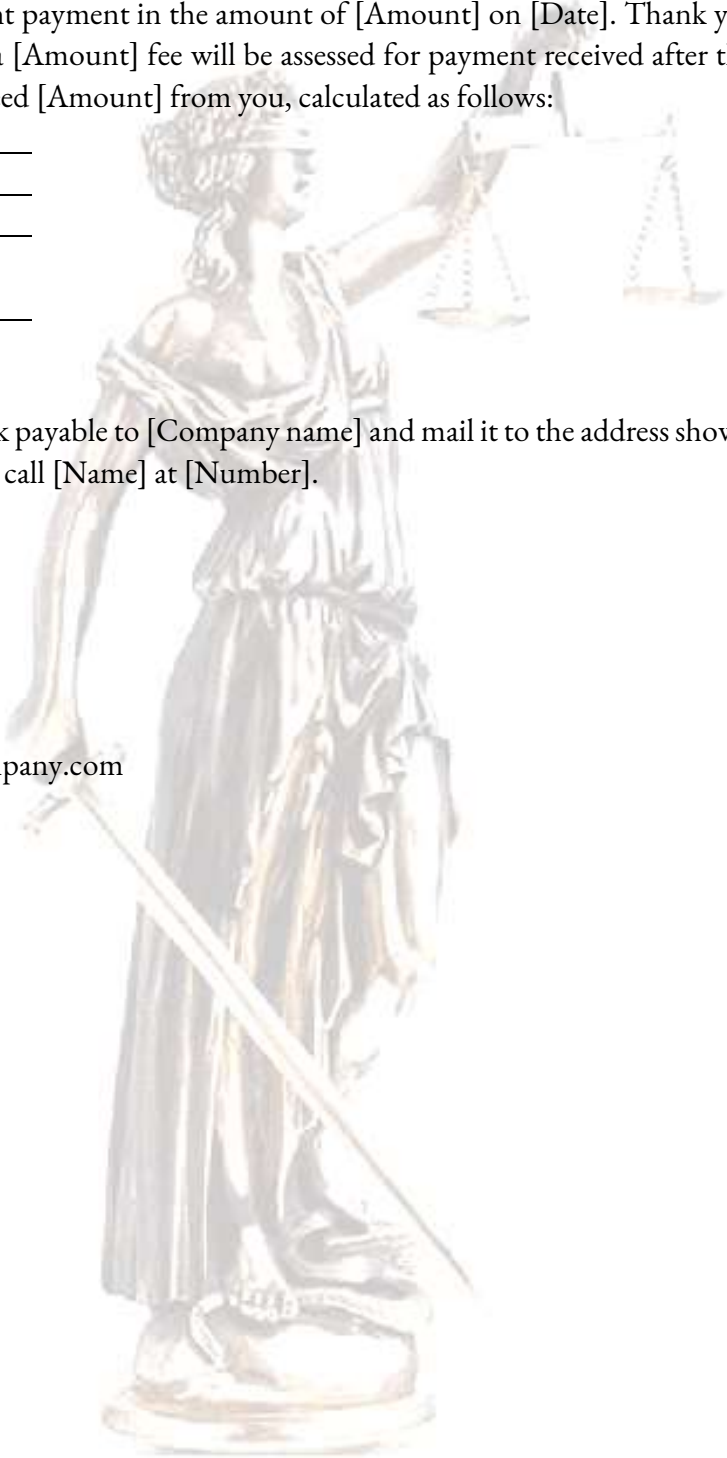
Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF NSF CHECK CHARGE AND LATE FEE OWED

Dear [Contact name],

Although we received your rent payment, your check was returned by the bank for non-sufficient funds in your bank account. If you recall from the rent agreement, all rent payments must be received by us on the first of every month. A [Amount] fee will be assessed for rent payments received after the first of every month. In addition, a [Amount] service charge will be assessed for returned checks.

Because your check was marked non-sufficient funds, you must immediately pay by CASHIER'S CHECK OR MONEY ORDER. We cannot accept a personal check. Therefore, we still need [Amount] from you, calculated as follows:

Rent Due _____

Late Fee _____

NSF Fee _____

TOTAL _____

Please make the check payable to [Company name] and mail it to the address shown below. If you have any questions, please call [Name] at [Number].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE THAT EVICTION WILL BE FILED IN COURT

Dear [Contact name],

It is never a pleasure to write this type of letter but it has come to my attention that your company has failed to comply with the terms of your agreement with us dated [Date]. I understand that you have been given a [NUMBER] day notice in accordance with state and local laws and have failed to move. Therefore, I have instructed the [Office/Premisse] manager not to accept any payment from you. All amounts you still owe will be offset against your security deposit or collected in a legal action.

If you have not moved out of your [Office/Premisse] by [Date], I will file suit the next day. I will also obtain an injunction forcing your removal, with the aid of the police. The lawsuit will be for the amounts owed under the agreement, the costs of filing suit, attorney's fees and enforcement. I plan to zealously collect these amounts from you. When you are evicted, I also plan to inform credit reporting and other agencies of this action.

This position is not negotiable so please govern yourself accordingly. Feel free to contact me if you have any questions.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: OFFER TO LEASE SPACE IN YOUR BUILDING

Dear [Contact name],

We have now reviewed your property at [Address] (the "Property") and are quite interested in leasing space in the Property. We believe we would be excellent tenants and are prepared to consummate a lease as soon as possible.

As a way to commence our discussions, let us lay out some of the key terms which we believe would be acceptable to us:

- Leased Premises:** The [Storey] floor at the Property, consisting of approximately [Number] square feet.
- Commencement Date of Lease:** [Date]
- Length of Lease:** [Number] years
- Monthly Rent:** [Amount] for the first [Number] years of the Lease.
[Amount] for the remaining [Number] years of the Lease.
- Utilities:** All utilities to be paid for by the Lessee, except for [Describe].
- Parking:** Lessee to have [Number] parking spaces in the building.
- Use of Leases Premises:** General office use and/or any other legal use.
- Improvements:** Lessor to make the following improvements to the Lease Premises prior to Lessee's occupancy: [Describe].
- Right to Renew:** Lessee to have the right to renew the Lease for an additional [Number] years, for [Amount] per month rent.

Taxes: All taxes on the property shall be payable by Lessor.

Assignment & Subletting: The Leased Premises shall not be assigned or sublet without the consent of Lessor, which consent shall not be unreasonably withheld or delayed.

Form of Lease: To be mutually agreed upon between Lessor and Lessee.

We are happy to discuss any of these terms and look forward to a long and mutually beneficial relationship. So that you may appreciate how responsible of a tenant we would be, I enclose some background information on our company.

Let us set up a meeting to discuss this as soon as possible.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



OPTION TO EXPAND SPACED LEASE

This Option to Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

- D. Landlord hereby agrees that Tenant shall be offered the right of refusal to lease all or any portion of [describe other space in the building or designated space] (the "Expansion Space"), as it may become available for lease from time to time. Whenever any portion of the Expansion Space becomes available for lease, Landlord shall provide Tenant with written notice of such availability, which notice shall include the date when Tenant would begin occupancy of such Expansion Space and the rental rate which Tenant shall pay for such Expansion Space.
- E. All other terms and conditions shall be those contained in the Lease between Landlord and Tenant and any Expansion Space leased shall be incorporated in the Lease through execution of an addendum to the Lease. Tenant shall then have [NUMBER] days to respond to such offer and to either accept or reject such Expansion Space. Tenant's failure to respond timely to such offer shall be construed as a rejection of Landlord's written offer.
- F. Should Tenant reject the offer to lease any particular Expansion Space when offered, Landlord shall have the right to lease all remaining Expansion Space to other prospective tenants, so long as the terms and conditions of such lease are not more favorable than those offered to Tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

OPTION TO LEASE AGREEMENT

This Option to Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

IN CONSIDERATION OF the sum of [AMOUNT] paid by the tenant to the landlord, the receipt whereof is hereby acknowledged, the landlord hereby grants to the tenant, its successors, and assigns, the exclusive option to lease the above-mentioned property as per the attached Lease, upon the following terms and conditions:

1. TERM OF OPTION

This option and all rights and privileges hereunder shall expire the day of [DATE].

2. NOTICE OF EXERCISE OF OPTION

This option is to be exercised by the tenant by written notice delivered personally or forwarded by registered or certified mail, return receipt requested, within the time limited in paragraph 1 to the landlord at the address first above recited.

3. APPLICATION OF OPTION PAYMENT

In the event that the tenant does not exercise his option as herein provided, all sums paid on account thereon shall be retained by the landlord as consideration for this option free of all claims of the tenant, and neither party shall have any further rights or claims against the other.

4. EFFECT OF EXERCISE OF OPTION

In the event that the tenant does exercise its option as herein provided, the sum paid on account of the option shall be applied to the first month's rent, and the terms, covenants, and conditions in the attached Lease Agreement shall become the contract of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



OPTION TO PURCHASE PROPERTY

This Option to Purchase Property (the "Agreement") is made and effective [DATE],
BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is entered into upon the basis of the following facts and intentions of the parties:

- C. Seller owns that certain real property described in Exhibit A hereto (the Property”).
- D. Buyer desires to obtain an option to purchase the Property from Seller and Seller is willing to grant such an option to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Option

As of the date hereof, the Seller grants to Buyer an option (the "Option") to purchase the Property from Seller upon all of the terms, covenants and conditions hereinafter set forth. This option may be recorded at the election of Buyer.

2. Consideration for the Option

As consideration for the Option, Buyer shall pay to Seller the sum of [AMOUNT] on the date hereof. In the event this option is exercised, all consideration paid for the Option shall be applied against and be deemed to be a payment upon the purchase price. In the event that Buyer does not exercise the Option, the consideration paid to Buyer for the Option may be retained by Seller without deduction or offset.

3. Term and Exercise

Buyer may exercise the Option at any time up to and until [DATE], by giving Seller written notice of his intention to exercise the Option.

4. Purchase Price

The purchase price ("Purchase Price") which Buyer agrees to pay upon exercise of the Option is [AMOUNT] per share, payable in cash.

5. Terms

The other terms applicable to the purchase are as follows:

[describe condition of property; title insurance to be obtained; treatment of deeds of trust and encumbrances; who pays closing costs, etc.]

6. Representations and Warranties of Seller

The Seller represents and warrants to the Buyer that:

- E. The Seller has full power and authority to execute and deliver this Agreement, and this Agreement is a valid and binding agreement enforceable against the Seller in accordance with its terms;
- F. Neither the execution of this Agreement nor the sale of the Property will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding or arrangement to which the Seller is a party or by which Seller is bound or of any law, decree, or judgment;
- G. Now and up to the time of exercise of the Option, the Seller will have valid title to the Property, free and clear of all claims, liens, charges, encumbrances deeds of trust and security interests other than ;
- H. [Other representations and warranties as appropriate].

7. Cooperation

Each party shall, upon request of the other party, promptly execute and deliver all additional documents reasonably deemed by the requesting party to be necessary, appropriate or desirable to complete and evidence the sale, assignment and transfer of the Shares pursuant to this Agreement.

8. Purchase and Sale

If Buyer exercises the Option, at a closing (the “Closing”), the Seller shall sell, transfer and deliver the Property, represented by appropriate [identify either warranty deed or quitclaim deed].

9. Survival

All representations, warranties and agreements made by the Seller and by the Buyer in this Agreement shall survive the execution of this Agreement and any Closing and any investigation at any time made by or on behalf of any party hereto.

11.

10. Modification; Assignment

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto. Buyer may assign his rights under this Agreement with the consent of Seller.

12.

11. Successors

This Agreement will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective heirs, beneficiaries, executors, representatives and permitted assigns.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

13. Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all agreements, understanding, representations, or warranties, whether oral or written, by or among the parties, previously or contemporaneously made or given.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER

BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

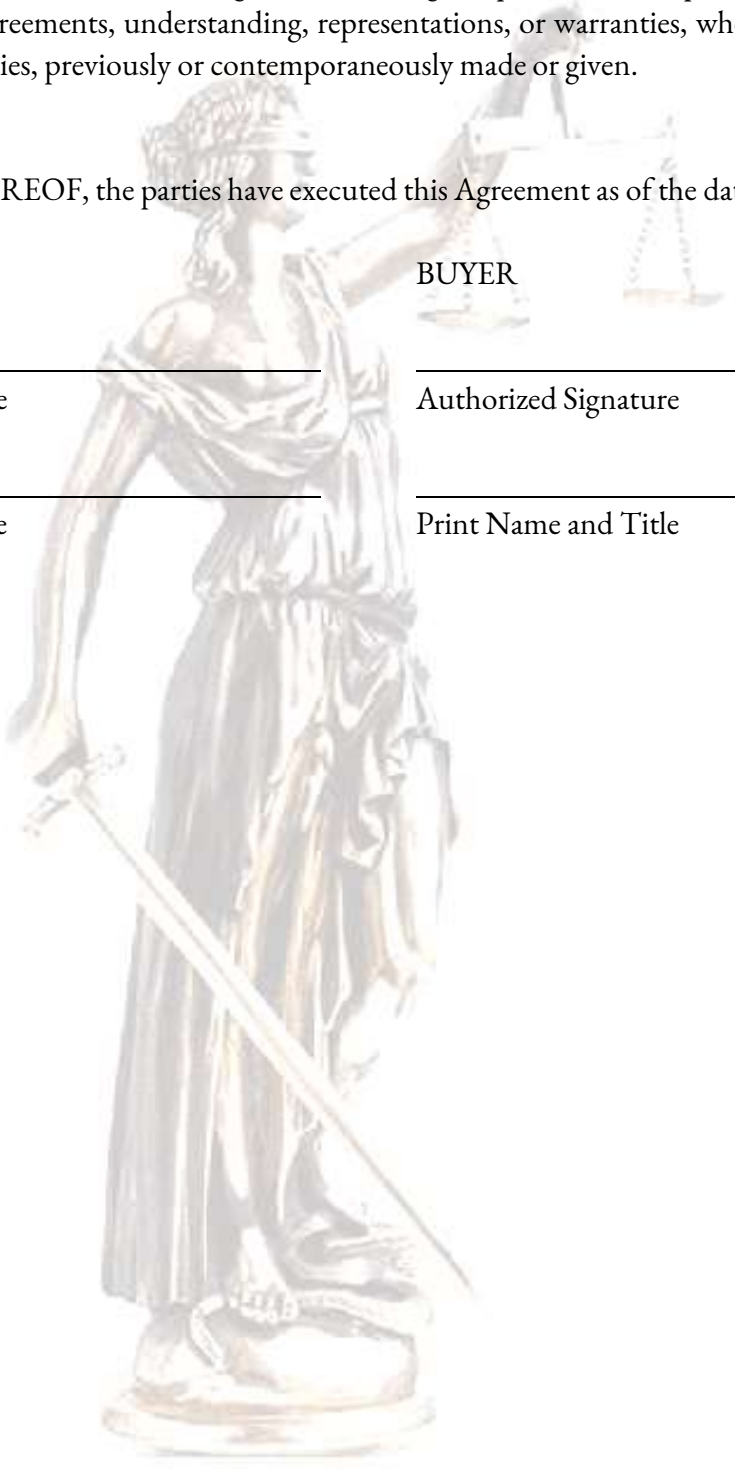


EXHIBIT A

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [AGENT NAME] (the "Agent"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

D. Owner holds title to the following-described real property:

[insert legal or other appropriate description], here referred to as the property.

E. Agent is experienced in the business of operating and managing real estate similar to the above-described property.

F. Owner desires to engage the services of agent to manage and operate the property, and agent desires to provide such services on the following terms and conditions.

In consideration of the mutual covenants contained herein, the parties agree:

1. EMPLOYMENT OF AGENT

Agent shall act as the exclusive agent of owner to manage, operate and maintain the property.

2. BEST EFFORTS OF AGENT

On assuming the management and operation of the property, agent shall thoroughly inspect the property and submit a written report to owner. The written report shall contain the opinion of agent concerning the present efficiency under which the property is being managed and operated, and recommended changes, if necessary, in the management structure of the property, in the rehabilitation of the property, and any other matters that will improve the efficient management and operation of the property. After conferring with owner and obtaining approval to make any necessary improvements, agent shall undertake completion of the improvements.

3. LEASING OF PROPERTY

Agent shall make reasonable efforts to lease available space of the property, and shall be responsible for all negotiations with prospective tenants. Agent shall also have the right to execute and enter into, on behalf of owner, month-to-month tenancies of units of the property. Agent may negotiate all extensions and renewals of such month-to-month tenancies and leases. Agent shall not, without the prior written consent of owner, enter into any lease for a term less than [NUMBER] months or more than [NUMBER] months. Agent shall have the right to make concessions, including rental concessions, as inducements to prospective tenants to occupy the property.

4. ADVERTISING AND PROMOTION

Agent shall advertise vacancies by all reasonable and proper means; provided, agent shall not incur expenses for advertising in excess of [AMOUNT] during any calendar quarter without the prior written consent of owner.

5. MAINTENANCE, REPAIRS AND OPERATIONS

Agent shall use its best efforts to insure that the property is maintained in an attractive condition and in a good state of repair. In this regard, agent shall use its best skills and efforts to serve the tenants of the property and shall purchase necessary supplies, make contracts for, or otherwise furnish, electricity, gas, fuel, water, telephone, window cleaning, refuse disposal, pest control, and any other utilities or services required for the operation of the property. Agent shall make or cause to be made and supervise necessary repairs and alterations and shall decorate and furnish the property. Expenditures for repairs, alterations, decorations or furnishings in excess of [AMOUNT] shall not be made without prior written consent of owner, except in the case of emergency, or if agent in good faith determines that such expenditures are necessary to protect the property from damage, to prevent injury to persons or loss of life, or to maintain services to tenants.

6. EMPLOYEES

- 6.1. Agent shall employ, discharge and supervise all on-site employees or contractors required for the efficient operation and maintenance of the property. All on-site personnel, except independent contractors and employees of independent contractors, shall be the employees of agent. Agent shall pay the salaries of such on-site employees and, to the extent there are revenues from the property available, pay all charges for services rendered by independent contractors and the employees of independent contractors.
- 6.2. All salaries (including all contributions of employer not listed in the paycheck) of such on-site employees shall be charged to owner. To the extent there are insufficient funds available from revenues received from the operation of the property to reimburse agent for such salaries, owner shall directly reimburse agent within [NUMBER] days after demand by agent for reimbursement. Agent shall not be responsible or liable to owner for any act, default or

negligence of on-site personnel, or for any error of judgment or mistake of law or fact in connection with their employment, conduct or discharge except that agent shall be responsible for any such act, default or negligence that is due directly or indirectly to its own negligent act or omission in the hiring or supervision of any such on-site personnel.

- 6.3. On-site personnel shall include all resident personnel, including, but not limited to, managers and maintenance personnel, all recreational personnel (whether part-time or full-time), day-care center personnel, and all other individuals located, rendering services or performing activities on the property in connection with its operation.

7. GOVERNMENT REGULATIONS

Agent shall manage the property in full compliance with all laws and regulations of any federal, state, county or municipal authority having jurisdiction over the property.

8. INSURANCE

- 8.1. Agent shall obtain the following insurance at the expense of owner, and such insurance shall be maintained in force during the full term of this agreement:
 - 8.1.1. Comprehensive public liability property insurance of [AMOUNT] single limit for bodily injury, death and property damage;
 - 8.1.2. Fire and extended coverage hazard insurance in an amount equal to the full replacement cost of the structure and other improvements situated on the property; and
 - 8.1.3. A fidelity bond in the amount of [AMOUNT] on each employee who handles cash, and workers' compensation and employer liability insurance to cover the agents and employees of both employer and agent.
- 8.2. All of the policies shall name agent and owner as co-insureds as their respective interests may appear. Agent shall deliver certificates evidencing such insurance coverage to owner within [NUMBER] days from the issuance and renewal of the policies. Owner shall cooperate with agent and any insurer in the making and delivery of all reports, notices, and other items required in connection with any of the insurance policies.

9. COLLECTION OF INCOME; INSTITUTION OF LEGAL ACTION

- 9.1. Agent shall use its best efforts to collect promptly all rents and other income issuing from the property when such amounts become due. It is understood that agent does not guarantee the collection of rents.

9.2. Agent shall, in the name of owner, execute and serve such notices and demands on delinquent tenants as agent may deem necessary or proper. Agent, in the name of owners, shall institute, settle or compromise any legal action and make use of such methods of legal process against a delinquent tenant or the property of a delinquent tenant as may be necessary to enforce the collection of rent or other sums due from the tenant, to enforce any covenants or conditions of any lease or month-to-month rental agreement, and to recover possession of any part of the property. No other form of legal action will be instituted and no settlement, compromise, or adjustment of any matters involved therein shall be made without the prior written consent of owner, except when agent determines that immediate action is necessary.

10. BANK ACCOUNTS

Agent shall deposit (either directly or in a depository bank for transmittal) all revenues from the property into the general property management trust fund of agent, here referred to as the trust account. Agent shall not commingle any of the above-described revenues with any funds or other property of agent. From the revenues deposited in the trust account, agent shall pay all items with respect to the property for which payment is provided in this agreement, including the compensation of agent and deposits to the reserve accounts as provided for in Section Eleven. After such payments agent shall remit any balance of any monthly revenues to owner concurrently with the delivery of the monthly report referred to in Section Twelve.

11. RESERVE ACCOUNT

11.3 Agent shall establish a reserve account for the following items: taxes, assessments, debt service, insurance premiums, repairs (other than normal maintenance), replacement of personal property, and refundable deposits. Agent shall use its best judgment in transferring adequate funds from the trust account to the reserve account in order to pay the above items without incurring late pay interest fees, cancellations or forfeitures. If the reserve account contains inadequate funds to pay any of the above items, agent must obtain approval from owner before paying the items directly from the trust account. If owner determines that the funds in the reserve account are excessive, owner shall direct that agent return such excess funds to the trust account. The reserve account shall be maintained in an interest-bearing savings account in a national or state bank that is a member of the Federal Deposit Insurance Corporation.

11.4 Anything in this agreement to the contrary notwithstanding, agent shall not be liable for any failure or bankruptcy of any bank used as a depository of any funds maintained in the reserve account.

12. RECORDS AND REPORTS

12.4 Agent will keep books, accounts and records that reflect all revenues and all expenditures incurred in connection with the management and operation of the property. The books, accounts and records shall be maintained at the principal place of business of agent. Agent shall, during regular business hours, make the books, accounts and records required to be maintained hereunder available to owner or the representatives of owner for examination and audit by appointment on no less than [NUMBER] days' prior notice. All such audits shall be at the expense of owner.

12.5 Agent shall furnish owner, no later than the end of the next succeeding month, a detailed statement of all revenues and expenditures for each preceding month, a summary of all concessions and rental concessions given to induce prospective tenants to occupy the property, the original copy of all invoices, statements, purchase orders and billings received and paid during such preceding month, as well as such other information relating to the operation or management of the property that, in the opinion of agent, requires the attention of owner. Owner shall retain for safekeeping and store all original invoices, statements, purchase orders, billings and other documents delivered by agent with respect to the property. Owner, on payment of reasonable costs incurred by it, shall make available to agent copies of all or any portion of any invoice, statement, purchase order, billing report or other document received from agent with respect to the property.

12.6 Within [NUMBER] days after the end of each calendar year, agent shall prepare and deliver to owner a detailed statement of revenues received and expenditures incurred and paid during the calendar year that result from operations of the property. Within [NUMBER] days, following expiration or termination of this agreement, agent shall deliver to owner all books, accounts and records pertaining to the property.

13. COMPENSATION OF AGENT

Agent shall receive a management fee equal to [%] of the gross receipts collected from the operation of the property. Gross receipts are defined as all revenues collected plus refundable deposits. Any management fee due agent hereunder shall be paid to agent within [NUMBER] days after the end of each month.

14. COMMISSIONS FOR NEGOTIATING LEASES OR MONTH-TO-MONTH RENTAL AGREEMENTS

Agent shall receive no commissions or additional compensation for negotiating leases or month-to-month rental agreements with tenants.

15. OFFICE SPACE FOR AGENT

Owner shall allow agent to occupy the office numbered [NUMBER], on the [NUMBER] floor of the property, rent-free for the duration of this agreement. [All expenses other than rent incurred by agent in the occupation and use of this office space shall be borne by agent.]

16. ADDITIONAL DUTIES AND RIGHTS OF AGENT

In addition to the foregoing, agent shall perform all services that are necessary and proper for the operation and management of the property, and shall report to owner promptly any conditions concerning the property that, in the opinion of agent, require the attention of owner.

In order to properly perform the services required by this agreement, agent is authorized to engage, on behalf of owner, any entity that is an affiliate of agent, provided that the compensation paid for the services shall be competitive with nonaffiliated entities providing the same or similar services.

17. TERMINATION AND RENEWAL

This agreement shall be for a term commencing on [date], and ending on [date]. At the termination of this agreement, it shall be renewed automatically on a month-to-month basis that may be terminated by either party by giving not less than [NUMBER] days' notice in writing to the other party.

18. TERMINATION FOR CAUSE

If agent breaches any of the terms of this agreement, owner shall give agent written notice of such breach. If agent fails to remedy the breach within [NUMBER] days after receiving the above-described notice, owner may terminate this agreement.

19. SALE OF PROPERTY

On the voluntary sale of the property by owner and the delivery of the deed of conveyance therefor, this agreement shall automatically terminate. Owner shall notify agent of the sale of the property as soon as such sale is negotiated.

20. CONDEMNATION

This agreement shall terminate in the event of a total condemnation of the property. If there is a partial condemnation of the property, this agreement may be terminated at the option of owner. If such a partial condemnation of the property reduces the compensation of agent by more than [%], agent may terminate this agreement. Owner shall be entitled to all consequential damages awarded as a result of any eminent domain proceeding.

21. BANKRUPTCY

If bankruptcy proceedings, whether voluntary or involuntary, are commenced against either owner or agent, or if either party enters into a composition agreement with its creditors, either party may terminate this agreement by giving [NUMBER] days' written notice to the other party.

22. NO PROPERTY INTEREST CREATED

Nothing contained in this agreement shall be deemed to create or shall be construed as creating in agent any property interest in or to the property.

23. LICENSING OF AGENT

Agent shall at all times during the term of this agreement maintain such licenses and permits as are required for any of the various services to be performed by agent on behalf of owner.

24. RELATIONSHIP OF THE PARTIES

Agent is an independent contractor and not an employee of owner for any purpose.

25. COVENANTS AND CONDITIONS

All of the terms and conditions of this agreement are expressly intended to be construed as covenants as well as conditions.

26. NOTICE

All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within [NUMBER] days after deposited in the mail, postage prepaid, certified, with return receipt requested, or otherwise actually delivered to owner at

[insert complete mailing address, including ZIP code],

or to agent at

[insert complete mailing address, including ZIP code].

Either party hereto may change the address at which it receives written notices by so notifying the other party hereto in writing.

27. PARTIES BOUND; ASSIGNMENT

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, and their respective successors and assigns; provided, however, that this agreement may not be assigned by agent without prior written consent of owner, or by owner without prior written consent of agent. Anything in the foregoing to the contrary notwithstanding, agent may, without the consent

of owner, delegate the performance of (but not responsibility for) any duties and obligations of agent to any independent contractor or entity.

28. EFFECT OF PARTIAL INVALIDITY

Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this agreement.

29. GOVERNING LAW

This agreement has been made and entered into in the State of [STATE/PROVINCE], and the laws of such state shall govern the validity and interpretation of this agreement and the performance due hereunder.

30. INTEGRATION

The drafting, execution and delivery of this agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this agreement. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this agreement.

31. ARBITRATION

In case of any dispute regarding any terms or performance of the terms of this agreement, the dispute shall be subject to arbitration in accordance with the rules and regulations then obtaining under the [ASSOCIATION/ORGANIZATION].

32. ATTORNEY FEES

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney fees.

33. MODIFICATION

This agreement may not be modified unless such modification is in writing and signed by both parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



REAL ESTATE SALESMAN INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [BROKER NAME] (the "Broker"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SALESMAN NAME] (the "Salesman"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

The Parties recite that:

- C. Broker is duly registered and licensed with the State of [STATE/PROVINCE] as a real estate broker whose license expires [DATE].
- D. Salesman is duly registered and licensed with the State of [STATE/PROVINCE] as a real estate salesman whose license expires [DATE].

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. STATEMENT OF EMPLOYMENT

Effective as of the date of this Agreement, Broker employs Salesman as a real estate salesman.

2. DUTIES OF SALESMAN

Salesman will carry on the customary activities of a real estate salesman, including, but not necessarily limited to, the showing of parcels of real estate on which Broker has listings, the sale of such property in accordance with the terms of the listings, the solicitation of new listings, and such other services pertaining to the real estate business as Broker may require of him. Salesman shall devote his entire time and attention to such duties and shall use his best efforts with regard to all of such duties.

3. COMMISSIONS ON SALES

Broker shall pay to Salesman a commission equal to [%] percent of the total commission received by Broker, on sales made by Salesman and completed during the effective period of this Agreement. Furthermore, during the effective period of this Agreement, Broker will advance to Salesman against commissions to be earned the sum of [AMOUNT] per month, provided that Salesman may elect to draw commissions as earned.

4. DURATION OF AGREEMENT; TERMINATION

The term of this Agreement shall be for [NUMBER] years, commencing on the date of this Agreement. Either party may terminate this Agreement by [NUMBER] days' written notice to the other party. If, on termination of this Agreement, Broker has advanced to Salesman against commissions to be earned a sum of commissions actually earned by Salesman, Salesman will promptly refund the amount of the excess advances.

5. ACCESS TO LISTINGS AND OTHER INFORMATION

Broker will give Salesman access to its confidential files pertaining to listings of property, prospects for the sale of such property, and other related matters. Broker shall also furnish Salesman personal contacts with persons interested in selling or buying such property, and shall generally aid Salesman in every way possible with respect to such sales and Salesman's duties hereunder.

6. LOYALTY TO BROKER'S INTEREST

Salesman will not during the term of this Agreement be engaged in any other business activity, whether or not pursued for gain, profit, or other pecuniary advantage, provided, however, that Salesman may invest his assets in such form or manner as will not require his expenditure of any undue amount of time.

7. NONDISCLOSURE OF TRADE SECRETS

Salesman recognizes and acknowledges that the information that will be furnished to him concerning Broker's customers, listings, holdings, investments, transactions, and other confidential matters constitutes a valuable, special, and unique asset and trade secret of Broker's business. Accordingly, Salesman will not, during or after the term of his employment hereunder, disclose any such information

or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

8. WRITTEN CONTRACT AS CONSTITUTING ENTIRE AGREEMENT

This Agreement constitutes the entire contract and agreement between parties, and there are no verbal understandings or other agreements of any nature with respect to the subject matter hereof except those contained in this Agreement.

9. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

10. GOVERNING LAW

This Agreement shall be governed, interpreted and construed by, through and under the laws of the state of [STATE/PROVINCE].

ATTORNEYS' FEES

In the event of any legal or equitable action, including any appeals, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover a reasonable attorneys' fee. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

11. SEVERANCE

The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

12. HEADINGS

The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BROKER

SALESMAN

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



RECEIPT FOR LEASE SECURITY DEPOSIT

Date _____

Landlord	Tenant
Address	Address
Name	Name
Phone	Phone

Description Of Lease

The Landlord acknowledges receipt of the sum of [AMOUNT] paid by the Tenant under the lease described above.

This Security Deposit payment will be held by the Landlord under the terms of this lease, and unless required by law, will not bear any interest. This Security Deposit will be repaid when due under the terms of the lease.

LANDLORD

TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REQUEST TO INCLUDE LANDLORD IN TENANT'S LIABILITY INSURANCE

Dear [Contact name],

In case you have not had an opportunity to read through the Master Lease, please note that there is an insurance clause that requires the tenant to carry public liability insurance of [Amount] and property damage insurance of [Amount]. The landlord, [Contact name], must be named as additional insured.

In as much as we are sub-leasing these offices to you, please have [Contact name] named also, and ask your agent to send us a notice to that effect.
Thank you very much.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

SUBLEASE AGREEMENT

This Sublease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [SUB LESSOR NAME] (the "Sub lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SUB LESSEE NAME] (the "Sub lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

In consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, Sub lessor, hereby subleases to Sub lessee and Sub lessee does hereby take, lease, and hire from Sub lessor the Leased Premises hereinafter described for the period, and at the rental, subject to, and upon the terms and conditions hereinafter set forth, as follows:

39. DESCRIPTION OF PREMISES

- a. Lessee has leased a building consisting of [number] floors and approximately [number] square feet of office space from [name], lessor, of [address], [city], [state].
- b. Lessee shall demise to sub lessee the [number] square feet of the building, all located on the [#] floor, as more fully described in Exhibit A, which is attached to and made a part of this sublease agreement.

40. TERM OF SUBLEASE

- a. The term of this sublease agreement shall be for an initial period of [number] years, commencing on [date], and terminating on [date], unless earlier terminated by breach of the terms and conditions of this Sublease Agreement.
- b. Lessor concurs that sub lessee may remain in possession of the demised premises for the full term of this sublease agreement, despite any change that may occur in the status of lessee or the lease agreement between lessee and lessor.

41. Acceptance of Leased Premises

Sub lessee's occupancy of the Leased Premises shall be conclusive evidence of Sub lessee's acceptance of all improvements constituting the Leased Premises, in good and satisfactory condition and repair. Sub lessee shall accept possession and use of the Leased Premises "as is" in their condition existing as of the date hereof with all faults. Sub lessee, at Sub lessee's sole cost and expense, shall promptly comply with all applicable laws, ordinances, codes, rules, orders, directions and regulations of governmental authority governing and regulating the use or occupancy of the Leased Premises as may now or hereafter be in effect during the Term hereof and shall if so required make any alterations, additions or changes to the Leased Premises as may be required by said laws, ordinances, codes, rules, directions and regulations.

42. Holding Over

Any holding over of the Leased Premises by Sub lessee after the expiration of the Term hereof shall only be with the written consent of Sub lessor first had and obtained and shall be construed to be a tenancy from month to month at a rental per month, or portion thereof, in an amount equal to [%] of the rent due Sub lessor for the month immediately preceding such holding over, and shall otherwise be on the same terms, conditions and covenants herein specified.

43. Sublease Termination and Condition of Premises

Upon the termination of this Sublease for any reason whatsoever, Sub lessee shall return possession of the Leased Premises to Sub lessor or Sub lessor's authorized agent in a good, clean and safe condition, reasonable wear and tear excepted. On or before, and in any event no later than [number] days following the date Sub lessee vacates the Leased Premises and returns possession of same to Sub lessor, Sub lessee and Sub lessor, or authorized agents thereof, shall conduct a joint inspection of the Leased Premises. Sub lessee at its cost shall thereafter promptly repair or correct any defects or deficiencies in the condition of the Leased Premises, reasonable wear and tear excepted.

44. RENT

Sub lessee shall pay to lessee as basic rent [amount] per month, on the [day] of each month, commencing on [date], and continuing each month thereafter during the term of this sublease agreement. Sub lessee shall pay all other sums due as additional rental under the provisions of this sublease agreement on the basic rental payment due date first occurring after the additional rental payment arises.

payment of RENT

Sub lessee hereby covenants and agrees to pay rent to Sub lessor, without offset or deduction of any kind whatsoever, in the form and at the times as herein specified. All rent shall be paid to Sub lessor at the address specified in this Sublease unless and until Sub lessee is otherwise notified in writing. Base Minimum Rent payments in the monthly amount set forth below shall be payable monthly, in advance, due on the first (1st) day of each calendar month commencing on the Commencement Date hereof and delinquent if not paid on or before the third (3rd) day of the month throughout the Term of this Sublease. Rent for any period which is for less than one month shall be a pro rata portion of the monthly installment. The required payments under Article 6 and all other charges payable by Sub lessee shall be deemed to be additional rent.

45. Delinquent Payments

In the event Sub lessee shall fail to pay the rent or any installment thereof, or any other fees, costs, taxes or expenses payable under this Sublease within [number] days after the said payment has become due, Sub lessee agrees that Sub lessor will incur additional costs and expenses in the form of extra collection efforts, administrative time, handling costs, and potential impairment of credit on loans for which this Sublease may be a security. Both parties agree that in such event, Sub lessor, in addition to its other remedies shall be entitled to recover a late payment charge against Sub lessee equal to [%] of the amount not paid within said [number] day period. Additionally, any past due amounts under this Sublease shall bear interest at the rate of the lesser of [%] per month or the maximum rate permitted by applicable law. Sub lessee further agrees to pay Sub lessor any cost incurred by Sub lessor in effecting the collection of such past due amount, including but not limited to attorneys' fees and/or collection agency fees. Sub lessor shall have the right to require Sub lessee to pay monies due in the form of a cashier's check or money order. Nothing herein contained shall limit any other remedy of Sub lessor with respect to such payment delinquency.

46. Security Deposit

On execution of this Sublease, Sub lessee shall deposit with Sub lessor a sum equal to [amount] (the "Security Deposit") in order to provide security for the performance by Sub lessee of the provisions of this Sublease. If Sub lessee is in default, Sub lessor may, but shall not be obligated to use the Security Deposit, or any portion of it, to cure the default or to compensate Sub lessor for damage sustained by Sub lessor resulting from Sub lessee's default. Sub lessee shall immediately on demand pay to Sub lessor a sum equal to the portion of the Security Deposit expended or applied by Sub lessor as provided in this paragraph so as to maintain the Security Deposit in the sum initially deposited with Sub lessor. At the expiration or termination of this Sublease, Sub lessor shall return the Security Deposit to Sub lessee or its successor, less such amounts as are reasonably necessary to remedy Sub lessee's defaults, to repair

damages the Leased Premises caused by Sub lessee or to clean the Leased Premises upon such termination, as soon as practicable thereafter. In the event of the sale or other conveyance of the Leased Premises, the Security Deposit will be transferred to the purchaser or transferee and the Sub lessor will be relieved of any liability with reference to such Security Deposit. Sub lessor shall not be required to keep the Security Deposit separate from its other funds, and (unless otherwise required by law) Sub lessee shall not be entitled to interest on the Security Deposit.

USE OF PREMISES

- a. **Permitted Use:** The Leased Premises are to be used by Sub lessee for the sole purpose of [describe] and for no other purpose whatsoever. Sub lessee shall not use or occupy the Leased Premises or permit the same to be used or occupied for any use, purpose or business other than as provided in this Section a) during the Term of this Sublease or any extension thereof.
- b. **Prohibited Activities:** During the Term of Sublease or any extension thereof, Sub lessee shall not:
 - i. Use or permit the Leased Premises to be used for any purpose in violation of any statute, ordinance, rule, order, or regulation of any governmental authority regulating the use or occupancy of the Leased Premises.
 - ii. Cause or permit any waste in or on the Leased Premises.
 - iii. Use or permit the use of the Leased Premises in any manner that will tend to create a nuisance or tend to adversely affect or injure the reputation of Sub lessor or its affiliates.
 - iv. Allow any activity to be conducted on the premises or store any material on the Leased Premises which will increase premiums for or violate the terms of any insurance policy(s) maintained by or for the benefit of Sub lessor.
 - v. Store any explosive, radioactive, dangerous, hazardous or toxic materials in or about the Leased Premises.
 - vi. Use or allow the Leased Premises to be used for sleeping quarters, dwelling rooms or for any unlawful purpose.

- vii. Build any fences, walls, barricades or other obstructions; or, install any radio, television, phonograph, antennae, loud speakers, sound amplifiers, or similar devices on the roof, exterior walls or in the windows of the Leased Premises, or make any changes to the interior or exterior of the Leased Premises without Sub lessor's prior written consent.
- c. **Operational Permits:** Sub lessee, prior to the Commencement Date, shall obtain and thereafter continuously maintain in full force and effect for the Term of this Sublease or any extension thereof, at no cost or expense to Sub lessor, any and all approvals, licenses, or permits required by any lawful authority as of the Commencement Date or imposed thereafter, for the use of Leased Premises, including but not limited to business licenses.
- d. **Compliance With Laws:** Sub lessee shall comply with all federal, state, county, municipal, or other statutes, laws, ordinances, regulations, rules, or orders of any governmental or quasi-governmental entity, body, agency, commission, board, or official applicable to the Leased Premises and Sub lessee's business.

UTILITIES AND TAXES

- e. **Utility Charges:** Sub lessee shall be responsible for and shall pay, and indemnify and hold Sub lessor and the property of Sub lessor free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Leased Premises during the Term of this Sublease or any extension thereof and for the removal of garbage and rubbish from the Leased Premises during the Term of this Sublease or any extension thereof. Sub lessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Leased Premises and no such failure or interruption shall entitle Sub lessee to terminate this Sublease.
- f. **Personal Property Taxes:** Sub lessee shall be responsible for and shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the equipment, trade fixtures, appliances, merchandise and other personal property situated in, on, or about the Leased Premises including, without limiting the generality of the other terms of this Section, any shelves, counters, vault doors, wall safes, partitions, fixtures, machinery, or office equipment on the Leased Premises, whether put there prior to or after the Commencement Date of this Sublease.
- g. **Real Property Taxes and Assessments:** Sub lessee shall pay directly to the charging authority all taxes (as hereinafter defined) respecting the Leased Premises. Sub lessee shall pay all taxes on or before [number] days prior to delinquency thereof. Sub lessee shall promptly after payment of any taxes deliver to Sub lessor written receipts or other

satisfactory evidence of the payment thereof. As used herein, "taxes" shall mean all taxes, assessments, fees, charges, levies, and penalties (if such penalties result from Sub lessee's delinquency in paying all or any taxes), of any kind and nature, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including, without limitation, all installments of principal and interest required to pay any general or special assessments for public improvements) now or hereafter imposed by any authority having the direct or indirect power to tax, including, without limitation the federal government, and any state, county, city, or other governmental or quasi-governmental authority, and any improvement or assessment district or other agency or division thereof, whether such tax is:

- i. levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Leased Premises (as now constructed or as may at any time hereafter be constructed, altered, or otherwise changed), or any legal or equitable interest of Sub lessor in the Leased Premises or any part thereof; or
- ii. levied or assessed against or with respect to Sub lessor's business of leasing the Leased Premises, or with respect to the operation of the Leased Premises; or
- iii. determined by the area of the Leased Premises or any part thereof, or by the gross receipts, income, or rent and other sums payable hereunder by Sub lessee (including, without limitation, any gross income or excise tax levied with respect to receipt of such rent and/or other sums due under this Sublease); or
- iv. imposed upon this transaction or any document to which Sub lessee is a party creating or transferring any interest in the Leased Premises; or
- v. imposed during the term of this Sublease or any extension thereof because of a change in ownership of the Leased Premises which results in an increase of real property taxes; or
- vi. any tax or excise, however described, imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) in addition to, in substitution partially or totally of, or as an alternate to, any tax previously included within the definition of taxes, or any tax the nature of which was previously included in the definition of taxes, whether or not now customary or within the contemplation of the parties.

Taxes shall also include all charges, levies or fees imposed by reason of environmental regulation or other governmental control of the Leased Premises, and all costs and expenses and reasonable attorneys' fees paid or incurred by Sub lessor in connection with:

- (1) any proceeding to contest in whole or in part the imposition or collection of any taxes;
- (2) negotiation with public authorities as to any taxes.

- h. **Proration of Taxes:** Sub lessee's liability to pay taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the lease Term and its commencement and expiration.
- i. **Tax Delinquency:** Failure of Sub lessee to pay promptly when due any of the charges required to be paid under this Article shall constitute a default under the terms hereof in like manner as a failure to pay rental when due, and if Sub lessor shall elect to pursue an unlawful detainer action upon said default, then Sub lessor shall be entitled to claim as an amount of additional rent owed for purposes of said unlawful detainer the amount of such taxes due and payable by Sub lessee.
- j. **All Other Charges:** Sub lessee shall pay to Sub lessor any and all charges, fees, taxes, and other amounts due from Sub lessor to the master lessor of the Leased Premises prior to its due date, for sums due or owing on or after the date of this Sublease.
- k. **Common Area Maintenance Charges:** Sub lessee shall be responsible for, and shall pay to Sub lessor on demand, any and all costs, fees, charges, assessments, expenses or payments for which Sub lessor is obligated or liable under the Master Lease with respect to the operation, maintenance and repair of common area of the Leased Premises. "Common area" shall include, without limitation, those areas in or about the property of which the Leased Premises are a part, which have been set aside for the general use, convenience and benefit of the occupants of the property and their customers and employees, including, without limitation, the automobile parking areas, sidewalks, landscaped areas and other areas for pedestrian and vehicular use.

To the extent Sub lessor pays estimated amounts for such common area expenses, Sub lessee shall pay such amounts to Sub lessor on demand from Sub lessor and shall be entitled to reimbursements and/or offsets against future common area expenses as such reimbursements or offsets are received by Sub lessor.

MAINTENANCE AND ALTERATIONS

- l. **Maintenance by Sub lessee:** Sub lessee shall, at its sole cost and expense, keep in good and safe condition, order and repair all portions of the Leased Premises and all facilities appurtenant thereto and every part thereof which Sub lessor is responsible to maintain or repair as lessee under the Master Lease, including without limitation, all plumbing, heating, air conditioning, ventilating, sprinkler, electrical and lighting facilities, interior walls, interior surfaces of exterior walls, floors, ceilings, windows, doors, entrances, all glass (including plate glass), and skylights located within the Leased Premises, walkways, parking and service areas within or adjacent to the Leased Premises. If the Leased Premises are not so maintained, and such condition continues [number] hours after notice or exists upon expiration or termination hereof, Sub lessor may cause such maintenance to be performed at Sub lessee's expense and/or may obtain maintenance contracts for the Store and charge the Sub lessee for same. Sub lessor shall, when and if it deems necessary, make any and all repairs on the Leased Premises, and Sub lessee hereby consents to such actions by Sub lessor. Sub lessor may charge the Sub lessee for any of the foregoing repairs, if, in Sub lessor's opinion, such repairs are occasioned by Sub lessee's abuse or neglect. Sub lessee shall not modify, alter, or add to the Leased Premises without the prior written consent of Sub lessor.
- m. **Damage; Abatement of Rent:** Notwithstanding anything in this Sublease to the contrary, Sub lessee at its own cost and expense shall repair and replace as necessary all portions of the Leased Premises damaged by Sub lessee, its employees, agents, invitees, customers or visitors. There shall be no abatement of rent or other sums payable by Sub lessee prior to or during any repairs by Sub lessee or Sub lessor hereunder.
- n. **Alterations and Liens:** Sub lessee shall not make or permit any other person to make any structural changes, alterations, or additions to the Leased Premises or to any improvement thereon or facility appurtenant thereto without the prior written consent of Sub lessor first had and obtained. Sub lessee shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Leased Premises at the instance or request of Sub lessee. As a condition to giving its consent to any proposed alterations, Sub lessor may require that Sub lessee remove any or all of said alterations at the expiration or sooner termination of the Sublease term and restore the Leased Premises to its condition as of the date of Sub lessee's occupation of the Leased Premises. Prior to construction or installation of any alterations, Sub lessor may require Sub lessee to provide Sub lessor, at Sub lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such alterations, to insure Sub lessor against any Liability for mechanic's and materialmen's liens and to insure completion of the work. Should Sub lessee make any alterations without the

prior written consent of Sub lessor, Sub lessee shall remove the same at Sub lessee's expense upon demand by Sub lessor.

- o. **Inspection by Sub lessor:** Sub lessee shall permit Sub lessor or Sub lessor's agents, representatives, designees, or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Sub lessee is complying with the terms of this Sublease and for the purpose of doing other lawful acts that may be necessary to protect Sub lessor's interest in the Leased Premises under this Sublease, or to perform Sub lessor's duties under this Sublease, or to show the Leased Premises to insurance agents, lenders, and other third parties, or as otherwise allowed by law.
- p. **Plans and Permits:** Any alteration that Sub lessee shall desire to make in or about the Leased Premises and which requires the consent of Sub lessor shall be presented to Sub lessor in written form, with proposed detailed plans and specifications therefor prepared at Sub lessee's sole expense. Any consent by Sub lessor thereto shall be deemed conditioned upon Sub lessee's acquisition of all permits required to make such alteration from all appropriate governmental agencies, the furnishing of copies thereof to Sub lessor prior to commencement of the work, and the compliance by Sub lessee with all conditions of said permits in a prompt and expeditious manner, all at Sub lessee's sole cost and expense.
- q. **Construction Work Done by Sub lessee:** All construction work required or permitted to be done by Sub lessee shall be performed by a licensed contractor in a good and workmanlike manner and shall conform in quality and design with the Leased Premises existing as of the Commencement Date, and shall not diminish the value of the Leased Premises in any way whatsoever. In addition, all such construction work shall be performed in compliance with all applicable statutes, ordinances, regulations, codes and orders of governmental authorities and insurers of the Leased Premises. Sub lessee or its agents shall secure all licenses and permits necessary therefor.
- r. **Title to Alterations:** Unless Sub lessor requires the removal thereof, any alterations which may be made on the Leased Premises, shall upon installation or construction thereof on the Leased Premises become the property of Sub lessor and shall remain upon and be surrendered with the Leased Premises at the expiration or sooner termination of the term of this Sublease. Without limiting the generality of the foregoing, all heating, lighting, electrical (including all wiring, conduits, main and subpanels), air conditioning, partitioning, drapery, and carpet installations made by Sub lessee, regardless of how affixed to the Leased Premises, together with all other alterations that have become a part of the Leased Premises, shall be and become the property of Sub lessor upon installation, and shall not be deemed trade fixtures, and shall remain upon and be surrendered with the Leased Premises at the expiration or sooner termination of this Sublease.

- s. **Removal of Alterations:** In addition to Sub lessor's right to require Sub lessee at the time of installation or construction of any alteration to remove the same upon expiration or sooner termination of this Sublease, Sub lessor may elect, by notice to Sub lessee at least [number] days before expiration of the Term hereof, or within [number] days after sooner termination hereof, to acquire Sub lessee to remove any alterations that Sub lessee has made to the Leased Premises. If Sub lessor so elects, Sub lessee shall, at its sole expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such alterations, repair any damage occasioned thereby, and restore the Leased Premises to the condition existing as of the Commencement Date or such other condition as may reasonably be designated by Sub lessor in its election.

INDEMNITY AND INSURANCE

- t. **Hold-Harmless Clause:** Sub lessee agrees to indemnify, defend and hold Sub lessor, the property of Sub lessor, and the Leased Premises, free and harmless from any and all claims, liability, loss, damage, or expenses incurred by reason of this Sublease or resulting from Sub lessee's occupancy and use of the Leased Premises (other than as a result of the direct gross negligence of Sub lessor), specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:
- i. The death or injury of any person or persons, including Sub lessee, any person who is an employee or agent of Sub lessee, or by reason of the damage to or destruction of any property, including property owned by Sub lessee or any person who is an employee or agent of Sub lessee, and caused or allegedly caused by either the condition of the Leased Premises, or some act or omission of Sub lessee or of some agent, contractor, employee, or invitee of Sub lessee on the Leased Premises;
 - ii. Any work performed on the Leased Premises or materials furnished to the Leased Premises at the instance or request of Sub lessee or any agent or employee of Sub lessee; and
 - iii. Sub lessee's failure to perform any provision of this Sublease or to comply with any requirement of law or any requirement imposed on the use by Sub lessee of the Leased Premises by any governmental agency or political subdivision.
 - iv. Maintenance of the insurance required under this Article shall not relieve Sub lessee of the obligations of indemnification contained in this Section.

- u. **Liability Insurance:** Sub lessee shall, at its own cost and expense, secure and maintain during the term of this Sublease, a comprehensive broad form policy of Combined Single Limit Bodily Injury and Property Damage Insurance issued by a reputable company authorized to conduct insurance business in the State of [state/province] insuring Sub lessee against loss or liability caused by or connected with Sub lessee's use and occupancy of the Leased Premises in an amount not less than [amount] per occurrence.
- v. **Casualty and Fire Insurance:** At all times during the Term hereof, Sub lessee shall keep the Leased Premises and personal property thereon insured against loss or damage by fire, windstorm, hail, explosion, damage from vehicles, smoke damage, vandalism, casualty and malicious mischief and such other risks as are customarily included in "all risk" extended insurance coverage, including coverage for business interruption, in an amount equal to not less than [number] of the actual replacement value of the Leased Premises and the personal property, fixtures, and other property on the Leased Premises.
- w. **Workers' Compensation Insurance:** During the term of this Sublease, Sub lessee shall comply with all Workers' Compensation laws applicable on the date hereof or enacted thereafter and shall maintain in full force and effect a Workers' Compensation Insurance policy covering all employees in any way connected with the business conducted by Sub lessee pursuant to this Sublease and shall pay all premiums, contributions, taxes and such other costs and expenses as are required to be paid incident to such insurance coverage, all at no cost to Sub lessor.
- x. **Policy Form:** The policies of insurance required to be secured and maintained under this Sublease shall be issued by good, responsible companies, qualified to do business in the State of [state/province], with a general policy holders' rating of at least "A". Executed copies of such policies of insurance or certificates thereof shall be delivered to Sub lessor and to the Master Lessor under the Master Lease not later than [number] days prior to the commencement of business operations of Sub lessee at the Leased Premises and thereafter, executed copies of renewal policies of insurance or certificates thereof shall be delivered to Sub lessor within [number] days prior to the expiration of the term of each such policy. All such policies of insurance shall contain a provision that the insurance company writing such policy(s) shall give Sub lessor at least [number] days' written notice in advance of any cancellation or lapse, or the effective date of any reduction in the amounts or other material changes in the provisions of such insurance. All policies of insurance required under this Sublease shall be written as primary coverage and shall list the Master Lessor under the Master Lease and the Sub lessor as loss payees and as additional insureds. If Sub lessee fails to procure or maintain in force any insurance as required by this Section or to furnish the certified copies or certificates thereof required hereunder, Sub lessor may, in addition to all other remedies it may have, procure such insurance and/or certified copies or certificates,

and Sub lessee shall promptly reimburse Sub lessor for all premiums and other costs incurred in connection therewith.

- y. **Waiver of Subrogation:** Sub lessee agrees that in the event of loss or damage due to any of the perils for which it has agreed to provide insurance, Sub lessee hereby waives any and all claims that it might otherwise have against Sub lessor with respect to any risk insured against to the extent of any proceeds realized from the insurance coverage to compensate for a loss. To the extent permitted by applicable insurance policies without voiding coverage, Sub lessee hereby releases and relieves Sub lessor, and waives its entire right of recovery against Sub lessor for loss or damage arising out of or incident to the perils insured against to the extent of insurance proceeds realized for such loss or damage, which perils occur in, on or about the Leased Premises and regardless of the cause or origin, specifically including the negligence of Sub lessor or its agents, employees, contractors and/or invitees. Sub lessee shall to the extent such insurance endorsement is available, obtain for the benefit of Sub lessor a waiver of any right of subrogation which the insurer of such party might otherwise acquire against Sub lessor by virtue of the payment of any loss covered by such insurance and shall give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Sublease.

SIGNS AND TRADE FIXTURES

- d. **Installation of Trade Fixtures:** For so long as Sub lessee is not in default of any of the terms, conditions and covenants of this Sublease, Sub lessee shall have the right at any time and from time to time during the Term of this Sublease and any renewal or extension of such term, at Sub lessee's sole cost and expense, to install and affix in, to, or on the Leased Premises such items (hereinafter called "trade fixtures"), for use in Sub lessee's trade or business as Sub lessee may, in its reasonable discretion, deem advisable.
- e. **Signs:** Subject to any and all requirements now or hereinafter enacted by any municipal, county, or state regulatory agency having jurisdiction thereover and subject to Sub lessor's written consent, Sub lessee may erect at Sub lessee's cost, a sign on the Leased Premises identifying the Leased Premises. Sub lessee shall maintain, at Sub lessee's sole cost and expense, said sign.
- f. **Removal of Signs and Trade Fixtures:** In addition to Sub lessor's right to require Sub lessee at the time of installation of any sign or trade fixtures to remove the same upon expiration or sooner termination of this Sublease, Sub lessor may elect, by notice to Sub lessee at least [number] days before expiration of the Term hereof, or within [number] days

after sooner termination hereof, to require Sub lessee to remove any sign or trade fixture owned by Sub lessee. If Sub lessor so elects, Sub lessee shall at its sole cost and expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such sign or trade fixture owned by Sub lessee. If Sub lessor so elects, Sub lessee shall, at its sole cost and expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such sign or trade fixture, repair any damage occasioned thereby, and restore the Leased Premises to the condition existing as of the Commencement Date or such other condition as may reasonably be designated by Sub lessor in its election.

CONDEMNATION AND DESTRUCTION

- g. **Total Condemnation:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of all of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Sublease shall terminate as of the date actual physical possession of the Leased Premises is taken by the agency or entity exercising the power of eminent domain and both Sub lessor and Sub lessee shall thereafter be released from all obligations under this Sublease.
- h. **Termination Option for Partial Condemnation:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of more than [%] of the floor area of the Leased Premises, and/or more than [%] of the parking area of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, Sub lessor may terminate this Sublease. The option herein reserved shall be exercised by giving written notice on or before [number] days after actual physical possession of the portion subject to the eminent domain power is taken by the agency or entity exercising that power and this Sublease shall terminate as of the date the notice is deemed given.
- i. **Partial Condemnation Without Termination:** Should Sub lessee or Sub lessor fail to exercise the termination option described in this Article, or should the portion of the Leased Premises taken under the power of eminent domain be insufficient to give rise to the option therein described, then, in that event:
 - i. This Sublease shall terminate as to the portion of the Leased Premises taken by eminent domain as of the day (hereinafter called the “date of taking”), actual physical possession of that portion of the Leased Premises is taken by the agency or entity exercising the power of eminent domain;

- ii. Base Minimum Rent to be paid by Sub lessee to Sub lessor pursuant to the terms of this Sublease shall, after the date of taking, be reduced by an amount that bears the same ratio to the Base Minimum Rent specified in this Sublease as the square footage of the actual floor area of the Leased Premises taken under the power of eminent domain bears to the total square footage of floor area of the Leased Premises as of the date of this Sublease; and
 - iii. Except to the extent the Master Lessor under the Master Lease is so obligated, Sub lessee, at Sub lessee's own cost and expense shall remodel and reconstruct the building remaining on the portion of the Leased Premises not taken by eminent domain into a single efficient architectural unit in accordance with plans mutually approved by the parties hereto as soon after the date of taking, or before, as can be reasonably done.
- j. **Condemnation Award:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of all or any portion of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, the compensation or damages for the taking awarded shall belong to and be the sole property of the Sub lessor.
- k. **Destruction:** (a) In the event the Leased Premises are damaged or destroyed and the total costs and expenses for repairing or reconstructing the Leased Premises exceeds the sum of [amount], Sub lessor, at Sub lessor's option, may:
- i. Continue this Sublease in full force and effect by restoring, repairing or rebuilding the Leased Premises at Sub lessor's own cost and expense or through insurance coverage; or
 - ii. Terminate this Sublease by serving written notice of such termination on Sub lessee no later than [number] days following such casualty, in which event this Sublease shall be deemed to have been terminated on the date of such casualty.
 - iii. In the event the Leased Premises are damaged or destroyed and Sub lessee will not be able to operate any business thereon for [number] consecutive days, Sub lessee, at Sub lessee's option, may terminate this Sublease by serving written notice of such termination on Sub lessor no later than [number] days following such casualty, in which event this Sublease shall be deemed terminated on the date of such casualty; provided, however, that such termination right shall not be applicable unless Sub lessor has a similar termination right under the Master Lease.

- iv. Should Sub lessor or the Master Lessor under the Master Lease elect to repair and restore the Leased Premises to their former condition following partial or full destruction of the Leased Premises:
 1. Sub lessee shall not be entitled to any damages for any loss or inconvenience sustained by Sub lessee by reason of the making of such repairs and restoration.
 2. Sub lessor and such Master Lessor shall have full right to enter upon and have access to the Leased Premises, or any portion thereof, as may be reasonably necessary to enable such parties promptly and efficiently to carry out the work of repair and restoration.
- l. **Damage by Sub lessee:** Sub lessee shall be responsible for and shall pay to Sub lessor any and all losses, damages, costs, and expenses, including but not limited to attorney's fees, resulting from any casualty loss caused by the negligence or wilful misconduct of Sub lessee or its employees, agents, contractors, or invitees.

SUBLEASING, ASSIGNMENT, DEFAULT AND TERMINATION

- z. **Subleasing and Assignment:** Sub lessee shall not sell, assign, hypothecate, pledge or otherwise transfer this Sublease, or any interest therein, either voluntarily, involuntarily, or by operation of law, and shall not sublet the Leased Premises, or any part thereof, or any right or privilege appurtenant thereto, for any reason whatsoever, or permit the occupancy thereof by any person, persons, or entity through or under it, or grant a security interest in Sub lessee's interest in the Leased Premises or this Sublease or any fixtures located on the Leased Premises, without the prior written consent of Sub lessor first had and obtained, which may be given or withheld in the Sub lessor's sole and absolute discretion. For the purpose of this Section, any dissolution, merger, consolidation or other reorganization of Sub lessee, or any change or changes in the stock ownership of Sub lessee, which aggregates [%] or more of the capital stock of Sub lessee shall be deemed to be an assignment of this Sublease. Sub lessee shall not mortgage, hypothecate or encumber this Sublease. Sub lessor's consent to one assignment, subletting, occupancy, or use by any other person, entity or entities shall not relieve Sub lessee from any obligation under this Sublease and shall not be deemed to be a consent to any subsequent assignment, subletting, occupancy or use. Any assignment, pledge, subletting, occupancy or use without Sub lessor's written consent shall be void and shall, at the option of the Sub lessor, terminate this Sublease.

Should this Sublease be assigned, or should the Leased Premises or any part thereof be sublet or occupied by any person or persons other than the original Sub lessee hereunder, Sub lessor may collect rent from the assignee, sub lessee or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a consent to such assignment, subletting or occupancy or a waiver of any term of this Sublease, nor shall it be deemed acceptance of the assignee, sub lessee or occupant as a tenant, or a release of Sub lessee from the full performance by Sub lessee of all the terms, provisions, conditions and covenants of this Sublease.

In the event Sub lessee wishes to assign this Sublease or sublet or allow the use of the Leased Premises or any part thereof, Sub lessee shall give Sub lessor not less than [number] days written notice thereof and shall, in such notice, provide the name of the proposed assignee or sub lessee, its proposed use of the Leased Premises, its background, such financial and credit information as Sub lessor may require to determine the business experience, financial stability and creditworthiness of the proposed assignee or sub lessee, and such additional information as Sub lessor may request. Sub lessee shall also pay Sub lessor a one-time administrative fee of [amount] to reimburse Sub lessor for its costs of reviewing, analyzing and processing the request for consent to assignment or subletting.

In addition to its right to consent or refuse to consent to a proposed assignment Sub lessor shall have the option, exercisable by written notice to Sub lessee within the [number] days after Sub lessee gives Sub lessor written notice of its desire to assign the Sublease, to terminate this Sublease with respect to the entire Leased Premises upon a date specified in said notice to Sub lessee not less than [number] days nor more than [number] days after the date of said notice and retake the Leased Premises for its own use. If Sub lessor exercises such option, Sub lessee shall nonetheless have the right, exercisable by notice given to Sub lessor within [number] days after Sub lessor's notice of exercise is given, to withdraw the proposed assignment from consideration, in which event the exercise of Sub lessor's option shall be of no force or effect and, except for the payment of the fee provided for in Subsection (c) above, the assignment shall be deemed not to have been proposed. If Sub lessor does not elect to exercise its option to terminate this Lease and consents to the assignment or sublease, said assignee or sub lessee shall pay directly to Sub lessor all rent or other consideration payable by the assignee or sub lessee in excess of the amount of rent or other consideration payable by Sub lessee to Sub lessor hereunder (whether denominated as rent or otherwise) and shall expressly assume Sub lessee's obligations hereunder.

As a condition to Sub lessor's consent to an assignment or subletting, Sub lessor shall be entitled to receive (i) in the case of a subletting, [%] of all rent (however denominated and paid) payable by the subtenant to Sub lessee in excess of that payable by Sub lessee to Sub lessor pursuant to the other provisions of this Sublease, and (ii) in the case of an assignment, [%] of all consideration given, directly or indirectly, by the assignee to Sub lessee in connection with such assignment. For purposes of this paragraph, the term "rent" shall mean and include all consideration paid or given, directly or indirectly, for the use of the Leased Premises or any portion thereof, and the term "consideration" shall mean and include money, services, property or any other thing of value such as payment of costs, cancellation of

indebtedness, discounts, rebates and the like. Any rent or other consideration which is to be passed through to Sub lessor pursuant to this paragraph shall be paid to Sub lessor promptly upon receipt by Sub lessee and shall be paid in cash, regardless of the form in which received by Sub lessee. In the event any rent or other consideration received by Sub lessee is in a form other than cash, Sub lessee shall pay to Sub lessor in cash the fair value of Sub lessor's portion of such consideration.

- aa. **Events of Default:** Sub lessee's failure to timely pay any rent, taxes or other charges required to be paid pursuant to the terms of this Sublease shall constitute a material breach of this Sublease and an event of default if not paid by Sub lessee within [number] days of the date such rent, taxes or charges are payable. Events of default under this Sublease shall also include, without limitation, the events hereinafter set forth, each of which shall be deemed a material default of the terms of the Sublease if not fully cured within [number] days of occurrence. Such events shall include:
- i. Sub lessee's failure to perform or observe any term, provisions, covenant, agreement or condition of this Sublease;
 - ii. Sub lessee breaches this Sublease and abandons the Leased Premises before expiration of the Term of this Sublease;
 - iii. Any representation or warranty made by Sub lessee in connection with this Sublease between Sub lessee and Sub lessor proving to have been incorrect in any respect;
 - iv. Sub lessee's institution of any proceedings under the Bankruptcy Act, as such Act now exists or under any similar act relating to the subject of insolvency or bankruptcy, whether in such proceeding Sub lessee seeks to be adjudicated a bankrupt, or to be discharged of its debts or effect a plan of liquidation, composition or reorganization;
 - v. The filing against Sub lessee of any involuntary proceeding under any such bankruptcy laws;
 - vi. Sub lessee's becoming insolvent or being adjudicated a bankrupt in any court of competent jurisdiction, or the appointment of a receiver or trustee of Sub lessee's property, or Sub lessee's making an assignment for the benefit of creditors;
 - vii. The issuance of a writ of attachment by any court of competent jurisdiction to be levied on this Lease; or

- viii. Any event which is an event of default under the Master Lease or which would become so with the passage of time or the giving of notice or both.

bb. **Sub lessor's Remedies for Sub lessee's Default:** Upon the occurrence of any event of default described in Section 10.02 hereof, Sub lessor may, at its option and without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

- i. Sub lessor may terminate Sub lessee's right to possession of the Leased Premises by giving written notice to Sub lessee. If Sub lessor gives such written notice, then on the date specified in such notice, this Sublease and Sub lessee's right of possession shall terminate. No act by Sub lessor other than giving such written notice to Sub lessee shall terminate this Sublease. Acts of maintenance, efforts to relet the Leased Premises, or the appointment of a receiver on Sub lessor's initiative to protect Sub lessor's interest under this Sublease shall not constitute a termination of Sub lessee's right to possession. On termination, Sub lessor has the right to recover from Sub lessee:

1. The worth at the time of the award of the unpaid rent and other charges that had been earned or owed to Sub lessor at the time of termination of this Sublease;
2. The worth at the time of the award of the amount by which (a) the unpaid rent and other charges that would have been earned or owed to Sub lessor after the date of termination of this Sublease until the time of award exceeds (b) the amount of such rental loss that Sub lessee proves could have been reasonably avoided;
3. The worth at the time of the award of the amount by which (a) the unpaid rent and other charges for the balance of the term after the time of award exceeds (b) the amount of such rental loss that Sub lessee proves could have been reasonably avoided; and
4. Any other amount necessary to compensate Sub lessor for all the detriment caused by Sub lessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including without limitation any costs or expenses incurred by Sub lessor in recovering possession of the Leased Premises, maintaining or preserving the Leased Premises after such default, preparing the Leased Premises for reletting to a new tenant, or any repairs or alterations to the Leased Premises

for such reletting, and all leasing commissions, reasonable attorney's fees, architect's fees and any other costs incurred by Sub lessor to relet the Leased Premises or to adapt them to another beneficial use. Sub lessee shall also indemnify, defend and hold Sub lessor harmless from all claims, demands, actions, liabilities and expenses (including but not limited to reasonable attorney's fees and costs) arising prior to the termination of this Sublease or arising out of Sub lessee's use or occupancy of the Leased Premises.

- ii. Sub lessor may, in any lawful manner, re-enter and take possession of the Leased Premises without terminating this Sublease or otherwise relieving Sub lessee of any obligation hereunder. Sub lessor is hereby authorized, but not obligated (except to the extent required by law), to relet the Leased Premises or any part thereof on behalf of the Sub lessee, to use the premises for its or its affiliates' account, to incur such expenses as may be reasonably necessary to relet the Leased Premises, and relet the Leased Premises for such term, upon such conditions and at such rental as Sub lessor in its sole discretion may determine. Until the Leased Premises are relet by Sub lessor, if at all, Sub lessee shall pay to Sub lessor all amounts required to be paid by Sub lessee hereunder. If Sub lessor relets the Leased Premises or any portion thereof, such reletting shall not relieve Sub lessee of any obligation hereunder, except that Sub lessor shall apply the rent or other proceeds actually collected by it as a result of such reletting against any amounts due from Sub lessee hereunder to the extent that such rent or other proceeds compensate Sub lessor for the non-performance of any obligation of Sub lessee hereunder. Such payments by Sub lessee shall be due at such times as are provided elsewhere in this Sublease, and Sub lessor need not wait until the termination of this Sublease, by expiration of the term hereof or otherwise, to recover them by legal action or in any other manner. Sub lessor may execute any lease made pursuant hereto in its own name, and the tenant thereunder shall be under no obligation to see to the application by Sub lessor of any rent or other proceeds by Sub lessor, nor shall Sub lessee have any right to collect any such rent or other proceeds. Sub lessor shall not by any re-entry or other act be deemed to have accepted any surrender by Sub lessee of the Leased Premises or Sub lessee's interest therein, or be deemed to have otherwise terminated this Sublease, or to have relieved Sub lessee of any obligation hereunder, unless Sub lessor shall have given Sub lessee express written notice of Sub lessor's election to do so as set forth herein.
- iii. Even though Sub lessee has breached this Sublease and may have abandoned or vacated the Leased Premises, this Sublease shall continue in effect for so long as Sub lessor does not terminate Sub lessee's right to possession, and Sub lessor may enforce all its rights and remedies under this Sublease, including the right to recover the rent and other charges as they become due under this Lease.

- iv. In the event any personal property of Sub lessee remains at the Leased Premises after Sub lessee has vacated, it shall be dealt with in accordance with the statutory procedures provided by applicable law dealing with the disposition of personal property of Sub lessee remaining on the Leased Premises after Sub lessee has vacated.
 - v. Sub lessor may exercise any right or remedy reserved to the Master Lessor under the Master Lease (each of which rights and remedies are hereby incorporated herein), and any other remedy or right now or hereafter available to a landlord against a defaulting tenant under applicable law or the equitable powers of its courts, whether or not otherwise specifically reserved herein.
 - vi. Sub lessor shall be under no obligation to observe or perform any provision, term, covenant, agreement or condition of this Sublease on its part to be observed or performed which accrues after the date of any default by Sub lessee hereunder.
 - vii. Any legal action by Sub lessor to enforce any obligation of Sub lessee or in the pursuance of any remedy hereunder shall be deemed timely filed if commenced at any time prior to [number] year after the expiration of the term hereof or prior to [number] years after the cause of action accrues, whichever period expires later.
 - viii. In any action of unlawful detainer commenced by Sub lessor against Sub lessee by reason of any default hereunder, the reasonable rental value of the Leased Premises for the period of the unlawful detainer shall be deemed to be the amount of rent and additional charges reserved in this Sublease for such period.
 - ix. Sub lessee hereby waives any right of redemption or relief from forfeiture under any present or future law, if Sub lessee is evicted or Sub lessor takes possession of the Leased Premises by reason of any default by Sub lessee hereunder.
 - x. No delay or omission of Sub lessor to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Sub lessee hereunder.
- cc. **Receiver:** Upon the occurrence of any event of default as defined in Article 16 b) hereof or in any action instituted by Sub lessor against Sub lessee to take possession of the Leased Premises and/or to collect Base Minimum Rent, or any other charge due hereunder, a receiver may be appointed at the request of Sub lessor to collect such rents and profits, to conduct the business of Sub lessee then being carried on in the Leased Premises and to take

possession of any property belonging to Sub lessee and used in the conduct of such business and use the same in conducting such business on the Leased Premises without compensation to Sub lessee for such use. Neither the application nor the appointment of such receiver shall be construed as an election on the Sub lessor's part to terminate this Sublease unless written notice of such intention is given by Sub lessor to Sub lessee.

- dd. **Attorneys' Fees:** If as a result of any breach or default in the performance of any of the provisions of this Sublease, Sub lessor uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Sublease or evict Sub lessee, Sub lessee shall reimburse Sub lessor upon demand for any and all attorneys' fees and expenses so incurred by Sub lessor, including without the limitation appraisers' and expert witness fees; provided that if Sub lessee shall be the prevailing party in any legal action brought by Sub lessor against Sub lessee, Sub lessee shall be entitled to recover the fees of its attorneys in such amount as the court may adjudge reasonable. Sub lessee shall advance to Sub lessor any and all attorneys' fees and expenses to be incurred or incurred by Sub lessor in connection with any modifications to this Sublease proposed by Sub lessee, any proposed assignment of this Sublease by Sub lessee or any proposed subletting of the Leased Premises by Sub lessee.
- ee. **Cumulative Remedies; No Waiver:** The specified remedies to which Sub lessor may resort under the terms hereof are cumulative and are not intended to be exclusive of any other remedy or means of redress to which Sub lessor may be lawfully entitled in case of any breach or threatened breach by Sub lessee of any provision hereof. If for any reason Sub lessor fails or neglects to take advantage of any of the terms of this Sublease providing for termination or other remedy, any such failure of Sub lessor shall not be deemed to be a waiver of any default of any of the provisions, terms, covenants, agreements or conditions of this Sublease. The waiver by Sub lessor of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant herein contained. None of the provisions, terms, covenants, agreements or conditions hereof can be waived except by the express written consent of Sub lessor. Subsequent acceptance of rent hereunder by Sub lessor shall not be deemed to be a waiver of any preceding breach by Sub lessee of any provision, term, covenant, agreement or condition of this Sublease other than the failure of Sub lessee to pay the particular rental accepted, regardless of Sub lessor's knowledge of such preceding breach at the time of acceptance of such rent.

ESTOPPEL

At any time and from time to time, upon request in writing from Sub lessor, Sub lessee agrees to execute, acknowledge, and deliver to Sub lessor a statement in writing within [number] days of request, certifying

that this Sublease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications), the commencement and termination dates, the Base Minimum Rent, the other charges payable hereunder the dates to which the same have been paid, and such other items as Sub lessor may reasonably request. It is understood and agreed that any such statement may be relied upon by any mortgagee, beneficiary, or grantee of any security or other interest, or any assignee of any thereof, under any mortgage or deed of trust now or hereafter made covering any leasehold interest in the Leased Premises, and any prospective purchaser of the Leased Premises.

1. Force Majeure – Unavoidable Delays

Should the performance of any act required by this Sublease to be performed by either Sub lessor or Sub lessee be prevented or delayed by reason of an act of God, war, civil commotion, fire, flood, or other like casualty, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, unusually severe weather, or any other cause, except financial inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall excuse the prompt payment of rent or other monies due by Sub lessee as required by this Sublease or the performance of any act rendered difficult solely because of the financial condition of the party, Sub lessor or Sub lessee, required to perform the act.

2. Notices

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Sublease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Sub lessor or Sub lessee, to whom it is directed or any managing employee of such party, or, in lieu of such personal service, [number] hours after deposit in the United States mail, certified or registered mail, with postage prepaid, or when transmitted by telecopy or facsimile addressed to the parties as set forth on the signature page hereof. Either party, Sub lessor or Sub lessee, may change the addresses herein contained for purposes of this Section by giving written notice of the change to the other party in the manner provided in this Section.

3. Amendments

No amendment, change or modification of this Sublease shall be valid and binding unless such is contained in a written instrument executed by the parties hereto and which instrument expresses the specific intention of the parties to amend, change or modify this Sublease.

4. Accord and Satisfaction

No payment by Sub lessee or receipt by Sub lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent earliest in time, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Sub lessor may accept such check or payment without prejudice to Sub lessor's right to recover the balance of such rent or pursue any other remedy provided in this Sublease or by law.

5. No Agency Created

Nothing contained in this Sublease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between Sub lessor and Sub lessee other than sub lessor and sub lessee.

6. Brokerage Commission

Sub lessee represents that neither it nor any of its affiliates has engaged the services of any real estate broker, finder, or any other person or entity in connection with this lease transaction and therefore should Sub lessee be found to be in violation of such representation, Sub lessee shall indemnify Sub lessor against any and all claims for brokerage commissions or finders fees in connection with this transaction, and to indemnify, defend and hold Sub lessor free and harmless from all liabilities arising from any such claim, including without limitation, attorneys' fees in connection therewith.

7. Sole and Only Agreement

This instrument constitutes the sole and only agreement between Sub lessor and Sub lessee respecting the Leased Premises or the leasing of the Leased Premises to Sub lessee. Sub lessor shall have no obligations to Sub lessee, whether express or implied, other than those specifically set forth in this Sublease.

8. Severability and Governing Law

This Sublease shall be governed by the laws of the State of [state/province]. Whenever possible each provision of this Sublease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Sublease shall be prohibited, void, invalid, or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, voidability, or enforceability without invalidating the remainder of such, or the remaining provisions of this Sublease.

9. Construction and Headings

All references herein in the singular shall be construed to include the plural, and the masculine, and the masculine to include the feminine or neuter gender, where applicable, and where the context shall require. Section headings are for convenience of reference only and shall not be construed as part of this Sublease nor shall they limit or define the meaning of any provision herein. The provisions of this Sublease shall be construed as to their fair meaning, and not strictly for or against Sub lessor or Sub lessee.

10. Effect of Execution

The submission of this Sublease for examination shall not effect any obligation on the part of the submitting or examining party and this Sublease shall become effective only upon the complete execution thereof by both Sub lessor and Sub lessee.

11. Inurement

Sub lessor shall have the full and unencumbered right to assign this Sublease. The covenants, agreements, restrictions, and limitations contained herein shall also be binding on Sub lessee's permitted successors and assigns.

12. Time of Essence

Time is expressly declared to be of the essence.

13. No Light, Air or View Easement

Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Leased Premises shall in no way affect this Sublease or impose any liability on Sub lessor.

14. Triple Net Lease

It is the purpose and intent of Sub lessor and Sub lessee that this Sublease be deemed and construed to be a “triple net lease” so that Sub lessor shall receive all rentals and other sums specified hereunder during the term of this Sublease, free from any and all charges, costs, assessments, expenses, deductions and/or set-offs of any kind or nature whatsoever, and Sub lessor shall not be expected or required to pay any such charge, assessment or expense, or be under any obligation or liability hereunder, except as herein expressly set forth. All charges, costs, expenses and obligations of any nature relating to the repair, restoration, alteration, maintenance and operation of the Leased Premises shall be paid by Sub lessee, except as otherwise herein expressly set forth, and Sub lessor shall be indemnified and held harmless by Sub lessee from and against such charges, costs, expenses and obligations.

15. Authority

Each individual executing this Sublease on behalf of Sub lessee and the Sub lessee (if Sub lessee is a corporation or other entity) does hereby covenant and warrant that (i) Sub lessee is a duly authorized and validly existing entity, (ii) Sub lessee has and is qualified to do business in California, (iii) the entity has full right and authority to enter into this Sublease, and (iv) each person executing this Sublease on behalf of the entity was authorized to do so.

16. Survival

All obligations of Sub lessee under this Sublease, including without limitation the obligations to pay Base Minimum Rent, shall survive the expiration or termination of this Sublease.

17. Waiver

Sub lessee hereby waives any rights it may have under the provisions of [law or code], if applicable, and any similar statutes regarding repair of the Leased Premises or termination of this Sublease after destruction of all or any part of the Leased Premises.

18. Recordation

Sub lessee shall not record this Sublease or a short form memorandum hereof without the prior written consent of the Sub lessor.

19. Transfer of Master Lease

In the event of any assignment or transfer of the Master Lease by Sub lessor to any other party or entity, Sub lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Sublease arising out of any act, occurrence or omission occurring after the consummation of such assignment or transfer; and the assignee or such transferee shall be deemed, without any further agreement between parties or their successors in interest or between the parties and any such assignee or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of the Sub lessor under this Sublease. Sub lessee hereby agrees to attorn to any such assignee or trustee. Sub lessee agrees to execute any and all documents deemed necessary or appropriate by Sub lessor to evidence the foregoing.

20. Subordination, Attornment

Without the necessity of any additional document being executed by Sub lessee for the purpose of effecting a subordination, this Sublease shall in all respects be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Leased Premises or Sub lessor's interest or estate is specified as security. Notwithstanding the foregoing, Sub lessor shall have the right to subordinate or cause to be subordinated any lien or encumbrance to this Sublease. In the event that any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Sub lessee shall, notwithstanding any subordination, attorn to and become the sub lessee of the successor in interest to Sub lessor, at the option of such successor in interest. Sub lessee covenants and agrees to execute and deliver, upon demand by Sub lessor and in the form requested by Sub lessor, any additional documents evidencing the priority or subordination of this Sublease.

21. No Merger

The voluntary or other surrender of this Sublease by Sub lessee, or a mutual cancellation hereof, shall not work a merger, and shall, at the option of Sub lessor, terminate all or any existing subleases or

subtenancies or may, at the option of Sub lessor, operate as an assignment to Sub lessor of any or all such subleases or subtenancies.

22. Right of Sub lessor to Perform

All terms, covenants and conditions of this Sublease to be performed or observed by Sub lessee shall be performed or observed by Sub lessee at its sole cost and expense and without any reduction of rent of any nature payable hereunder. If Sub lessee shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other term or covenant hereunder on its part to be performed, Sub lessor, without waiving or releasing Sub lessee from any obligation of Sub lessee hereunder, may, but shall not be obligated to, make any such payment or perform any such other term or covenant on Sub lessee's part to be performed. All sums so paid by Sub lessor and all necessary costs of such performance by Sub lessor, together with interest thereon from the date of payment at the rate eighteen percent (18%) or the highest rate permissible by law, whichever is less, shall be paid, and Sub lessee covenants to make such payment, to Sub lessor on demand, and Sub lessor shall have, in addition to any over right or remedy of Sub lessor, the same rights and remedies in the event of nonpayment thereof by Sub lessee as in the case of failure in the payment of rent hereunder.

23. Modification for Lender

If, in connection with obtaining any type of financing, Sub lessor's lender shall request reasonable modifications to this Sublease as a condition to such financing, Sub lessee shall not unreasonably withhold, delay or defer its consent thereto, provided such modifications do not materially adversely affect Sub lessee's rights hereunder.

24. Sub lessor's Personal Liability

The liability of Sub lessor to Sub lessee for any default by Sub lessor under the terms of this Sublease shall be limited to the interest of Sub lessor in the Leased Premises and Sub lessee agrees to look solely to Sub lessor's interest in the Leased Premises for the recovery of any judgment from Sub lessor, it being intended that Sub lessor shall not be personally liable for any judgment or deficiency.

25. Breach by Landlord

Sub lessor shall not be deemed to be in breach in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within [number]

days after written notice by Sub lessee to Sub lessor specifying wherein Sub lessor has failed to perform such obligation; provided, however, that if the nature of Sub lessor's obligation is such that more than [number] are required for its performance then Sub lessor shall not be deemed to be in breach if it shall commence such performance within such [number] day period and thereafter diligently prosecute the same to completion. In any event, Sub lessee must bring an action for breach of this Sublease within [number] year of Sub lessor's breach or be deemed to have waived the breach and not harmed thereby.

26. Survival of Indemnities

The obligations of the indemnifying party under each and every indemnification and hold harmless provision contained in this Sublease shall survive the expiration or earlier termination of this Sublease to and until the last to occur of (a) the last date permitted by law for bringing of any claim or action with respect to which indemnification may be claimed by the indemnified party against the indemnifying party under such provision or (b) the date on which any claim or action for which indemnification may be claimed under such provision is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by the indemnifying party and the indemnified party is reimbursed by the indemnifying party for any amounts paid by the indemnified party in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including attorneys' fees incurred.

27. OPTION TO RENEW

Subject to the receipt by lessee of an extension of the original lease agreement for a sufficient duration to include this renewal, at any time before the commencement of the last calendar month of the first term of this sublease agreement, sub lessee is granted the option and privilege of extending and renewing the term of this sublease agreement for an additional [number]-year period at an annual rental to be agreed on or arbitrated as provided in this sublease agreement.

28. Meaning of Consent

Whenever an act or provision contained in this Sublease is conditioned upon the consent or approval of Sub lessor, this shall be interpreted to mean, unless otherwise specified to the contrary, that the Sub lessor has the full unconditional right and sole discretion as to whether or not to give its consent, which may only be given in writing.

29. QUIET ENJOYMENT

If sub lessee performs the terms of this sublease agreement, lessee will warrant and defend sub lessee in the enjoyment and peaceful possession of the demised premises during the term of this sublease agreement without any interruption by lessee or lessor or either of them or any person rightfully claiming under either of them.

30. Master Lease

Notwithstanding anything in this Sublease to the contrary, the rights of Sub lessee shall be subject to the terms and conditions contained in the lease (“Master Lease”) between Sub lessor and the owner of the Leased Premises (the “Master Lessor”), as it may be amended from time to time. Sub lessee shall assume and perform and comply with the obligations of the lessee under the Master Lease to the same extent as if references to the Sub lessor therein were references to Sub lessee (all of which obligations are hereby incorporated herein), including, without limitation, the payment of any and all costs, expenses, charges, fees, taxes, payments or other monetary obligations (except for minimum rent and percentage rent) for which Sub lessor is liable or responsible under the Master Lease, as such costs, expenses, charges, fees, taxes, payment or other monetary obligations come due. Sub lessee shall not commit or permit to be committed on the Leased Premises any act or omission which shall violate any term or condition of the Master Lease. Notwithstanding anything in this Sublease to the contrary, the effectiveness of this Sublease shall be conditioned upon Sub lessor obtaining the written consent of the Master Lessor (if such consent is required under the Master Lease), in form and substance satisfactory to Sub lessor, within ten (10) days of the date hereof. If the Master Lease terminates for any reason, this Sublease shall terminate coincidentally therewith without any liability of Sub lessor to Sub lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUB LESSOR

SUB LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT O SUBLEASE

DESCRIPTION OF LEASED PREMISES



TERMINATION OF LEASE OBLIGATION

This Release Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

On [date], a lease agreement was executed between Lessor and Lessee for the premises located at [address], a copy of which is attached hereto and made a part hereof.

[facts giving rise to this release]

The parties desire to settle all claims of Lessor with respect to said lease and to terminate all obligations of either party thereunder.

Therefore, in consideration of [amount], from Lessee, receipt of which is hereby acknowledged, Lessor does hereby release Lessee from all obligations and duties of Lessee set forth in the above referenced lease. Lessor, for himself, his heirs, his legal representatives and his assigns also releases Lessee, his heirs, his legal representatives and his assigns from all claims, demands and causes of action that lessor had, has or may have against lessee or against his heirs, legal representatives or assigns in regard to said lease.

In consideration of the release set forth above, Lessee hereby surrenders all rights in and to the subject leased premises. That possession of said premises shall be delivered up to Lessor immediately upon the execution of this instrument, and that Lessor is relieved of any responsibilities or obligations under the aforementioned lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



LOCATION WORKSHEET

Answer the following questions by indicating whether it is a strength (S) or weakness (W) of the potential site as it relates to your business. Once you have completed a work sheet for each prospective location, compare the relative strengths and weaknesses of each site to determine the value of each to the strategic success of your business.

CONCERNS AND QUESTIONS	S	W	NOTES
Is the facility large enough for your business?			
Does it meet your layout requirements well?			
Does the building need any repairs?			
Will you have to make any leasehold improvements?			
Do the existing utilities meet your needs, or will you have to do any rewiring or plumbing work? Is ventilation adequate?			
Is the facility easily accessible to your potential clients or customers?			
Can you find a number of qualified employees in the area in which the facility is located?			
Is the facility consistent with the image you would like to maintain?			
Is the facility located in a safe neighborhood with a low crime rate?			
Are neighboring businesses likely to attract customers who will also patronize your business?			
Are there any competitors located close to the facility? If so, can you compete with them successfully?			
Can suppliers make deliveries conveniently at this location?			
If your business expands in the future, will the facility be able to accommodate this growth?			
Are the lease terms and rent favorable?			

Is the facility located in an area zoned for your type of business?			
---	--	--	--



OCTOBER 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: 5-DAY NOTICE TO QUIT

Dear [Contact name],

TAKE NOTICE, that you are hereby required to quit, and deliver up to the undersigned the possession of the premises now held and occupied by you, being the premises known as:

[Describe]

at the expiration of 5 days commencing on [Date] and ending on [Date]. This Notice to Quit specifically terminates any oral/written agreement you may have with respect to the said premises at the date specified above. **THIS IS INTENDED** as a 5-day notice to quit, for the purpose of terminating your tenancy aforesaid.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO PAY RENT OR QUIT

Dear [Contact name],

WITHIN THREE DAYS after service on you of this notice you are hereby required to pay the rent of the premises hereinafter described, of which you now hold possession amounting to the sum of [Amount] enumerated as follows:

\$ _____ DUE	FROM	[Date]	TO	[Date]
\$ _____ DUE	FROM	[Date]	TO	[Date]
\$ _____ DUE	FROM	[Date]	TO	[Date]

OR QUIT AND DELIVER UP THE POSSESSION OF THE PREMISES. The premises herein referred to are situated in [City, State/Province]. YOU ARE FURTHER NOTIFIED THAT if you do not comply with either of the above the undersigned does hereby elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above-described premises and lessor will institute legal proceedings to recover rent and possession of said premises.

Sincerely,

Your name & title
contact

CERTIFIED MAIL, Return Receipt Requested

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO QUIT FOR NON-PAYMENT OF RENT

Dear [Contact name],
You are hereby notified to quit and deliver up the premises you hold as our tenant, namely:

[Describe premises]

You are to deliver up said premises on or within [Number] days of receipt of this notice. This notice is provided due to non-payment of rent. The present rent arrearage is in the amount of [Amount]. You may redeem your tenancy by full payment of said arrears within [Number] days.

Sincerely,
Your name & Your title
contact
CERTIFIED MAIL, Return Receipt Requested

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO TENANT OF RENT DEFAULT

Dear [Contact name],

This notice is in reference to the following described lease:

[Describe lease]

Please be advised that as of [Date], you are in **DEFAULT IN YOUR PAYMENT OF RENT** in the amount of [Amount].

If this breach of lease is not corrected within [Number] days of this notice, we will take further action to protect our rights, which may include termination of this lease and collection proceedings. This notice is made under all applicable laws. All of our rights are reserved under this notice.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested

OCTOBER 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: NOTICE OF TERMINATION OF LEASE

Dear [Contact name],

This is to notify you to quit and deliver up possession of [ADDRESS], which you presently occupy as our tenant, by [DATE]. This notice is given pursuant to paragraph [Insert paragraph number of lease agreement which provides for termination on 7 days notice] of your lease agreement.

NOTICE IS FURTHER GIVEN that if you fail to vacate the above-described premises on or before the date specified in the paragraph above, the lessor will institute Unlawful Detainer proceedings against you to recover possession of the premises, treble damages, attorney fees and costs.

We remind you of your obligation to leave the premises in a reasonable condition at the end of your tenancy.

Thank you for your cooperation.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF BULK TRANSFER

Dear [Contact name],

To Creditors of [Name], Transferor:

You are hereby notified that the Transferor, [Name] is about to make a bulk transfer of [Property or property and security], to the undersigned Transferee.

That the business address of the transferor is [Address], and the business address of transferee is [Address].

That the location of the property to be transferred is [Address].

Property to be transferred is [Description].

To the best knowledge of the transferee, transferor has not used a business name or address other than that which is stated above during the last three years.

The bulk transfer is to be made on or after [Date], at [Address], in the office of [Identify].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

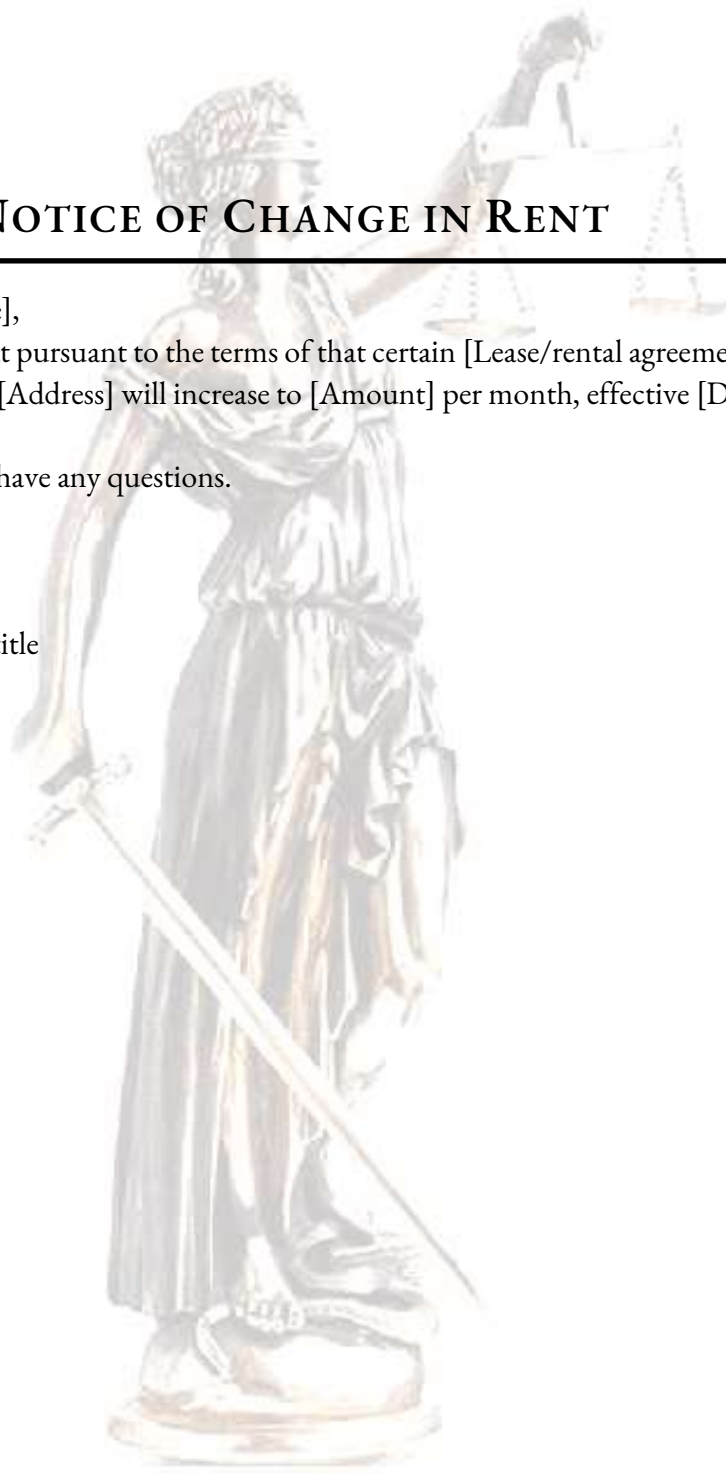
OBJECT: NOTICE OF CHANGE IN RENT

Dear [Contact name],
Please be advised that pursuant to the terms of that certain [Lease/rental agreement] dated [Date], your rent for the space at [Address] will increase to [Amount] per month, effective [Date].

Let me know if you have any questions.

Sincerely,

Your name & Your title
contact



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF CLAIM OF MECHANICS LIEN

Dear [Contact name],

The undersigned claimant hereby claims a mechanic's lien under section of [Regulatory Body] and hereby declares the following:

1. That a statement of claimant's demand, after deducting all just credits and offsets, in the sum of [Amount].
2. That the name of the owner[s], or reputed owner[s] of the property is [are]:
3. A general statement of the kind of work done or materials furnished by claimant, or both is:
4. That the name[s] of the person[s] by whom claimant was employed or to whom claimant furnished the materials is [are]:
5. A description of the property sought to be charged with the lien is:

[Legal description of property].

Sincerely,

Your name Your title
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF EXERCISE OF LEASE OPTION

Dear [Contact name],

I elect to exercise the option to [Renew or extend] the lease agreement as provided in Section [Specify] of our lease agreement, dated [Date], for an additional period of [Number] years, commencing on [Date], and terminating on [Date]. I will continue to abide by all other terms and conditions of the lease agreement including the provision for payment of rent on a monthly basis. I request that you send me a written reply acknowledging receipt of this renewal notice.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF EXERCISE OF PURCHASE OPTION

Dear [Contact name],
Please acknowledge that the undersigned, nominee [Name], in an option given by you, on [Date], for the purchase of property at [Full address], has chosen to exercise and accept the option and agrees to all its terms and provisions. We would like to thank you for your collaboration. We will be contacting you soon to finalize an agreement.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF INTENTION TO FILE A MECHANIC'S LIEN

Dear [Contact name],
Notice is hereby given that [Company name] intends to file a mechanic's lien for [Amount], on real property owned by you and commonly known as [Street address]. The legal for said property is as follows:

[Describe]

The filing of said lien, pursuant to [Cite statute], is for the purpose of securing payment of amounts due for [Services] performed by the undersigned within the last [Number] days, in accordance with the [Written or oral] agreement entered into on [Date] between you and the undersigned.

Sincerely,

Your name & Your title

Telephone contact

[date]

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF LEASE DEFAULT

Dear [Contact name],

You are presently in breach of [SECTION REFERENCE] of your lease of [ADDRESS] by reason of [SPECIFY BREACH].

Please remedy this situation within a reasonable time or we will terminate the lease.

Thank you for your collaboration in this matter,

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

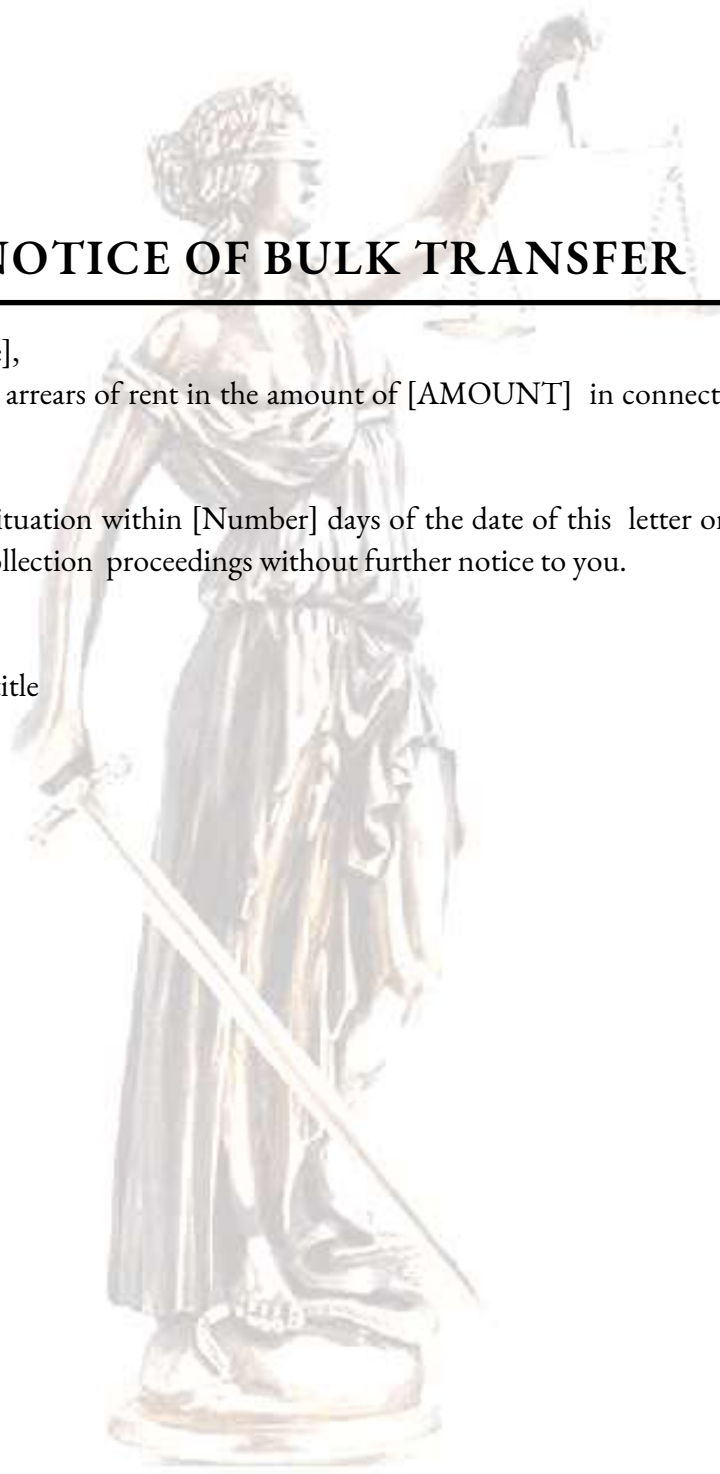
OBJECT: NOTICE OF BULK TRANSFER

Dear [Contact name],

You are presently in arrears of rent in the amount of [AMOUNT] in connection with your lease of [ADDRESS].

Please remedy this situation within [Number] days of the date of this letter or we will terminate the lease and institute collection proceedings without further notice to you.

Sincerely,
Your name & Your title
Telephone contact



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF RIGHT OF RESCISSION

Dear [Contact name],

You have entered into a transaction on [Date] which may result in a lien, mortgage or other security interest on your real estate property. You have a legal right under [Law] to cancel this transaction, if you desire to do so, without any penalty or obligation, within [Number] business days from the above date or any later date on which all material disclosures required under the [Law or Act] have been given to you.

If you so cancel the transaction, any lien, mortgage or other security interest arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel.

If you decide to cancel this transaction, you may do so by notifying [Name] at [Address] by mail or fax sent not later than midnight of [Date]. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time.

Sincerely,

Your name & Title
Telephone contact

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE FROM LANDLORD SELL UNCLAIMED PROPERTY AT AUCTION

Dear [Contact name],

This NOTICE is given that I, [Name and address of landlord] will sell the following unclaimed property:

[Describe]

at a public auction on [Date] at [Location] to pay for the charges incurred in maintaining and storing the unclaimed property pursuant to [Applicable statute].

The property is stored at [Location] until the date of public auction. The following charges have been incurred for the storage and maintenance of the property:

[Describe]

Sincerely,
Your name
Your title
Telephone contact

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO EXCAVATE ALONG COMMON BOUNDARY

Dear [Contact name],

This notice is to inform you of our intent to excavate on [Date] on the land located at [Address]. This excavation on the adjoining boundary will be [Number] feet deep and will extend for [Number] feet along the property line.

Please contact us if you feel you need more information.

Sincerely,

Your name
Your title
contacts

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO TERMINATE TENANCY-AT-WILL

Dear [Contact name],

Take notice, that pursuant to the provisions of paragraph [Number] of that certain Lease under which you hold possession of the hereinafter described premises, I have elected to terminate said lease as of [Date]; said lease is being terminated [Set forth reason for termination] and you are hereby required to quit and deliver up possession of the premises on or before the above-mentioned date.

The lease above mentioned is between [Name], as Lessor, and [Contact name] as Lessee, is dated [Date] and covers the property commonly known as:

[Describe]

Your collaboration would be much appreciated .

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO TERMINATE TENANCY-AT-WILL

Dear [Contact name],

You are hereby notified that the undersigned shall terminate its tenancy on the premises known as [Describe], effective at the end of the next month of the tenancy, beginning after this notice.

We shall deliver possession at that time. We thank you in advance for your collaboration.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: WE WANT TO WELCOME YOU!

Dear [Contact name],

You probably know already that the building where your offices are has changed hands. Tenants sometimes feel some apprehension when a changeover occurs, so we would like to take this opportunity to clear the air by letting you know exactly what you can expect in the future.

PAYMENT BY CHECK OR MONEY ORDER: Since it is unwise for anyone to keep or carry cash around in large quantities, we request that you pay your rent by check or money order (made payable to us). This will protect both you and the management.

PROMPT PAYMENT: You are expected to pay your rent within three days after the due date. For example, rent due on the first must be paid by the fourth at the very latest.

MAINTENANCE: We expect you to pay your rent promptly, and you can expect us to respond promptly to any maintenance problems that arise. Sometime within the next week, we will visit you to inspect for any building maintenance work that should be taken care of. You can help us by making a list of work that needs doing around the house.

RENTAL AGREEMENT: We will stop by soon to explain the standard rental agreement to you, and we will leave you a copy of your own.

We hope that this is the beginning of a long-lasting business relationship and we will do everything possible to answer your needs as promptly as we can.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

MANAGING AND MOTIVATING EMPLOYEES

DISCIPLINE AND BEHAVIOUR

ACKNOWLEDGEMENT AND WAIVER REGARDING EMPLOYEE DATING

This Acknowledgment & Waiver Regarding Employee Dating (the "Agreement") is effective [DATE],
BETWEEN: [FIRST EMPLOYEE NAME] (the "First Employee"), an individual with his main address at:

AND: [SECOND EMPLOYEE NAME] (the "Second Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, a concern has been expressed by the Company regarding the personal relationship which has occurred between First Employee and Second Employee;

WHEREAS, the Company on it's behalf as well as that of its employees and other affiliated entities is concerned regarding any potential for legal exposure which may arise out of said relationship; and

WHEREAS, First Employee and Second Employee wish to provide assurances to the Company, its employees and other affiliated entities, as consideration for continued employment and in lieu of transfer, termination or other action.

TERMS

1. As of the day of the signing of this agreement, First Employee has entered into a voluntary relationship with Second Employee;
2. First Employee has not requested, nor does expect favoritism from Second Employee as related to [HIS/HER] working relationship;
3. First and Second Employees are not aware of any conflicts related to their relationship.

4. As of the present date, First and Second Employees are not aware of any conduct that they would consider to be wrongful on the part of the Company, its employees, or other affiliated entities and waive any claim potentially related to same;
5. Should at any time First or Second Employees consider other's conduct to be sexually hostile or harassing, they will immediately inform the Company of same in writing.
6. First and Second Employees enter into this agreement voluntarily and have had the opportunity to seek legal advice from an attorney of their choice. The terms of this agreement and its consequences have been completely read by First and Second Employees and they fully understand the terms of this acknowledgment and waiver agreement.

First Employee and Second Employee acknowledge and warrant that their execution of this agreement is free and voluntary. They declare the above to be true and correct pursuant to the laws of perjury of this state.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [place of execution] on the date indicated below.

COMPANY

FIRST EMPLOYEE

Signature

Signature

Print Name and Title

Print Name and Title

SECOND EMPLOYEE

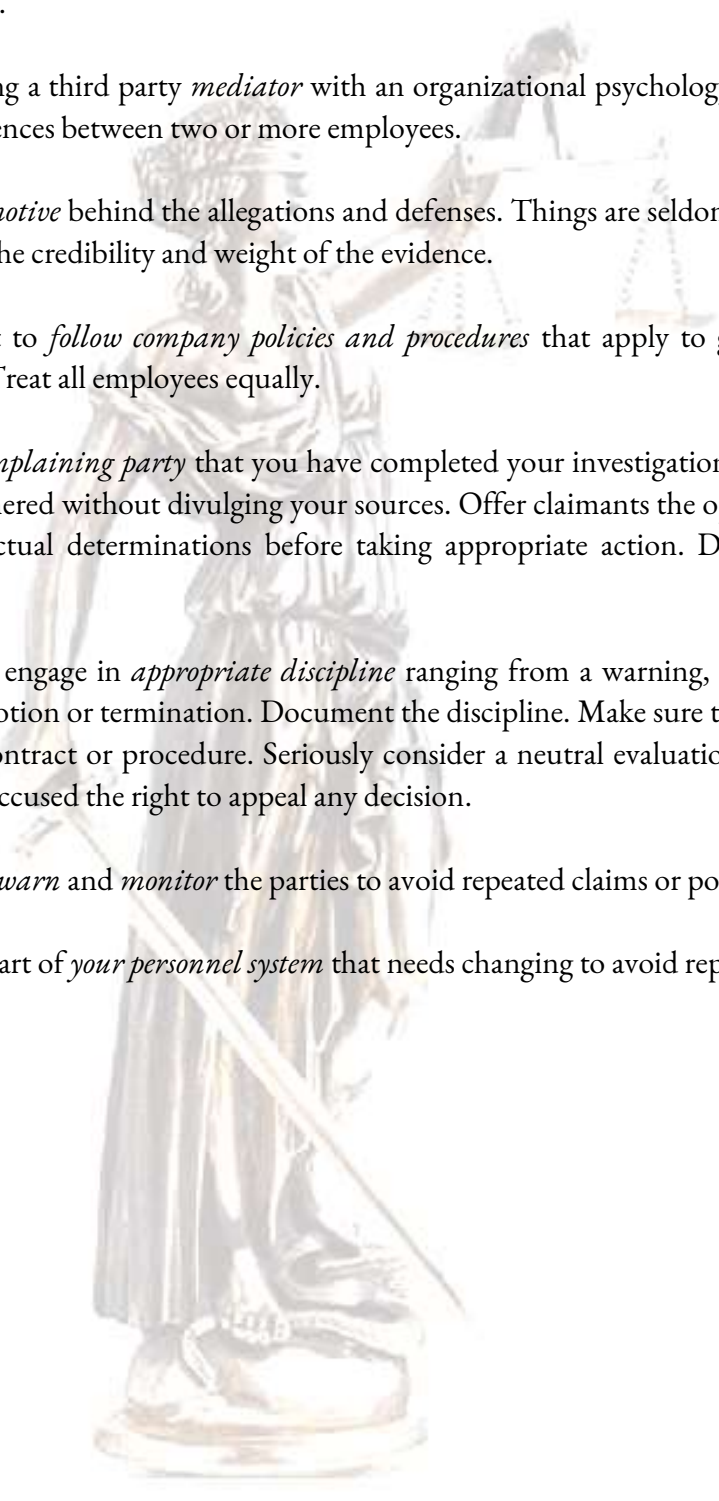
Signature

Print Name and Title

CHECKLIST: INVESTIGATING COMPLAINTS OF HARASSMENT OR DISCRIMINATION

In most countries, the law requires a company to promptly and thoroughly investigate claims of harassment or discrimination. Remember that if a lawsuit is filed, many courts will require you to fully disclose your investigation. So don't rush through it! Depending on the individual situation, most or all of the following should be considered during an investigation.

- Remember your focus is to gather facts and commit to legal compliance.
- Be sure to understand that harassment and discrimination are very often about *power, ignorance* and *fear*.
- Address the *psychological needs* of those involved. Don't begin by telling the claimant they have no claim.
- Keep matters confidential but *don't promise absolute confidentiality* because of your need to investigate, communicate, discipline and terminate.
- *Contact your attorney* if you think the matter could possibly lead to a claim.
- Get the complete story from the claimant in writing.
- Keep all interview notes, forms, etc. in a separate file, not part of the personnel file and limit access on a need to know basis only. Mark all documents "CONFIDENTIAL."
- *Don't spread rumors* about the employee or the complaint. Resist the temptation to gossip about these matters. Share any information on a need to know basis only.
- Don't leap to conclusions! Perform a complete investigation. Interview the employee complaining, the person accused and any witnesses named by either. Take good notes.
- Make sure to ask for all *facts, documents* and *witnesses* supporting any claims made.
- Take detailed notes and consider preparing *written statements* for signature by the employee, harasser and witnesses signed under the penalty of perjury (see Witness Statement Form).

- 
- This is serious business. If you feel uncomfortable performing the investigation, hire an *outside investigator, consultant* or *attorney* to do it for you. Check out their experience and qualifications.
 - Consider using a third party *mediator* with an organizational psychology background to help resolve differences between two or more employees.
 - *Look for the motive* behind the allegations and defenses. Things are seldom what they appear to be. Evaluate the credibility and weight of the evidence.
 - Do your best to *follow company policies and procedures* that apply to grievances, discipline, privacy, etc. Treat all employees equally.
 - *Assure the complaining party* that you have completed your investigation, inform them of the facts you gathered without divulging your sources. Offer claimants the opportunity to address your final factual determinations before taking appropriate action. Do the same with the accused.
 - If warranted, engage in *appropriate discipline* ranging from a warning, to leave without pay, transfer, demotion or termination. Document the discipline. Make sure the discipline does not violate any contract or procedure. Seriously consider a neutral evaluation before termination and give the accused the right to appeal any decision.
 - Make sure to *warn* and *monitor* the parties to avoid repeated claims or possible retaliation.
 - *Change* any part of *your personnel system* that needs changing to avoid repeat scenarios.

CHECKLIST : PROGRESSIVE DISCIPLINE DOCUMENTATION

After a discipline session, you will want to make some documentation based on your notes. Use this checklist to make sure you include everything you need in your documentation.

Verbal Warning

Be sure that all verbal warnings are documented in writing. They are a building block to more formal warnings in the future. All documentation should include:

- the employee's name
- the date of the verbal warning
- the specific offense or rule violation
- a specific statement of the expected performance
- any explanation given by the employee or other information that is significant

Example of verbal warning documentation

"I talked to [employee] today about him/her attendance record and gave him/her a verbal warning. Since [DATE], [employee] has been absent from work on [NUMBER] occasions for a total of [NUMBER] days. [The employee] response was, 'You can't make people work when they are sick,' and he/she argued about the verbal warning. I told him/her that he/she could request a medical leave of absence if he/she needed it, but that I expected him/her to be here every day unless a doctor says otherwise.

Written Warning

A written warning is more serious than a verbal warning and represents a progression in the progressive discipline process.

In documenting a written warning, include:

- the employee's name
- the date of the conversation
- the specific offense or rule violation
- references to previous conversations and verbal warnings about the problem
- a specific statement of the expected performance

- any explanation given by the employee or other information that is significant
- a statement indicating your confidence in the employee's ability to perform properly in the future
- the employee's signature – if the employee refuses, include a note on the signature line indicating your attempt to get the employee to sign and his/her refusal to do so



CHECKLIST PROGRESSIVE DISCIPLINE

In order to ensure effective action, follow these steps in exercising progressive discipline with an employee:

Before the Meeting

- Arrange to meet with the employee privately. Do not discipline an employee in public or in front of other workers.
- Prepare for the meeting by reviewing your notes and files about both the specific incident or problem in question and any past discipline taken, either verbal or written.

During the Meeting

- Explain to the employee why you've called the meeting if the employee doesn't know already.
- State the specific problem in terms of actual performance and desired performance.
- Review your progressive discipline policy/program with the employee, and explain what steps have been taken already and what the next step is.
- Give the employee a chance to respond, explain and defend his or her actions.
- Acknowledge the employee's story and be sure to include it in your notes of the discipline session.
- Tell the employee that you expect his or her behavior to change. Give specific examples and suggestions.
- Indicate your confidence in the employee's ability and willingness to change the behavior.
- Have the employee repeat back to you or otherwise confirm that he or she understands the problem and is clear on what changes are expected.
- Explain to the employee that you will write a memo summarizing the session as documentation.
- Reassure the employee that you value his or her work and that you want to work with the employee to make sure that he or she can continue to work at your business.

After the Meeting

- Using your notes from the session, write a memo or other documentation that summarizes the conversation.
- If a written warning has been issued, be sure to give the employee the opportunity to sign any documentation for the file.
- Give the employee a copy of the document no later than the end of the day following the conversation.
- If the employee has other supervisors, distribute copies to them, but emphasize that the information is confidential and not to be shared with anyone else.
- Monitor the employee's behavior and performance to make sure that the problem has been corrected.



EMPLOYEE CORRECTION FORM

The purpose of this form is to help both you and the company communicate about how the conduct that warranted your warning notice can be corrected so that it won't be repeated in the future. To that end, we seek your *positive* suggestions as well as any support or resources you feel you may need. Please use the back of this form or extra paper if needed.

Please briefly describe the circumstances which resulted in your receiving a warning notice:	
Please describe what you feel needs to be done to make sure the conduct you were warned about will not be repeated:	
Please describe any support or resources you need from your supervisor or this company to assist you with resolving this problem:	
Please provide us with any other positive suggestions that you may have to correct this matter:	
Employee Name:	Date:
Date of Warning Letter:	Supervisor:



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO EMPLOYEES OF UNSATISFACTORY BEHAVIOR

Dear [Contact name],

As [Title and Function] of this company, I was disappointed and humiliated by the behavior of some [Name of firm] employees who attended the meeting on [Day]. The discourtesy shown to [Individual] was unforgivable. Some employees not only [Describe actions] but also [Describe actions]. To anyone who is guilty of these actions, I want you to know that such behavior will not be tolerated by this firm.

It distresses me to have to write a message such as this to you, and I certainly hope and trust that it will never again be necessary.

Confirming our meeting relative to certain unsatisfactory aspects of your performance, we expect that in the future you shall improve your performance by:

[Describe]

We have every confidence the problem will not be repeated.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

RECORD OF DISCIPLINARY ACTION

Employee Name	Employee Title
Manager Name	Manager Title
Today's Date	Incident Date
Incident Time	Incident Location

Description of Incident

Witnesses to Incident:

Was this incident in violation of a company policy?

No

Yes

If yes, specify which policy and how the incident violated it.

Names of those in attendance at current disciplinary action meeting:

What action will be taken against the employee?

Has the impropriety of the employee's actions been explained to the employee? Yes
 No

Did the employee offer any explanation for the conduct? If so, what was it?

Corrective or disciplinary action to be taken:

Verbal Written Probation Suspension Other (explain below)

(If on probation, period begins _____ and ends _____)

Goals to be Achieved:

Consequences for failure to improve performance or correct behavior:

Prior discussions or warnings on this subject, whether oral or written:

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REPRIMAND

Dear [Contact name],

[Name], one of our customers, called my office today to inform me that he had been treated in an extremely discourteous manner by you. He was referring to a telephone call which took place on (date) wherein he claims that you stated that you were too busy to find the answer to his question at that time and you seemed totally indifferent to his problem. This is, of course, completely against our policy, which is to make every attempt to please and keep our customers content. Without customers, we have no company. I would like you to find the source of the problem in this account, call [Contact name] with the information he has requested, and offer an apology.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: WARNING NOTICE

Dear [Contact name],
On [Date], at [Time], we met to discuss your unsatisfactory performance. Specifically, we identified the following as being unsatisfactory:

[Describe]

In order to improve your performance, you should:

[Describe]

I will assist you in any way I can to remedy the problem; however, unless these matters can be corrected, I shall have no alternative but to undertake further disciplinary or corrective action, which may include suspension.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

OCTOBER 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: DISCRIMINATION AND HARASSMENT

Dear [Contact name],

As you probably know, in this country our rights to do something are limited when, by doing it, we infringe on the rights of others. We believe it's essential to follow those principles and that's why [Company] does not tolerate discrimination or harassment of any kind because these actions clearly infringe on the rights of others.

[Company] is committed to providing a workplace free from discrimination or harassment based on a person's sex, age, ethnicity, race, religion, or any other legally protected characteristic. Any obvious or implied discrimination is not allowed. Violators of this policy will be disciplined, and possibly terminated.

If you witness or are the victim of a single act of discrimination or harassment, please report the incident to your supervisor. Or, if this is inappropriate, please contact [Name]. Any report you make will be confidential and without reprisal.

Your cooperation in this matter will be appreciated.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

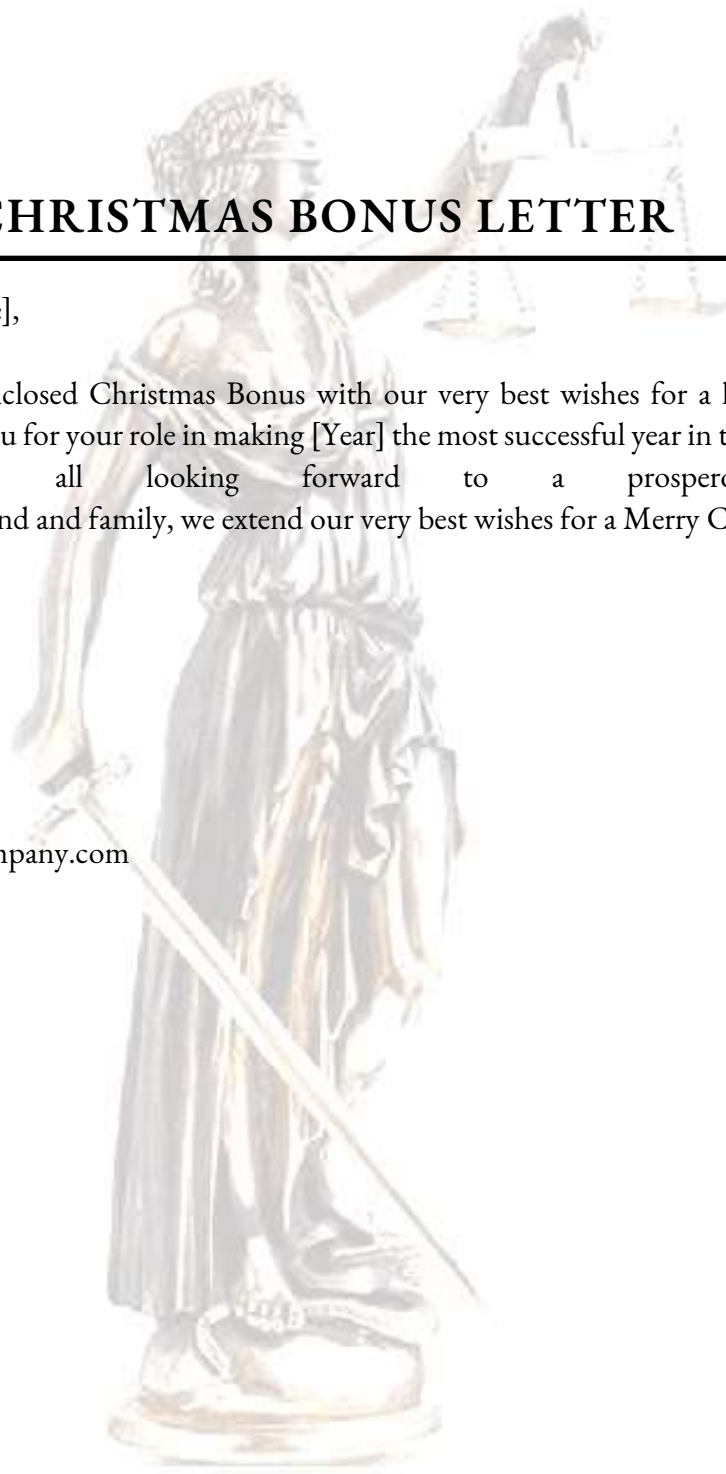
OBJECT: CHRISTMAS BONUS LETTER

Dear [Contact name],

Please accept the enclosed Christmas Bonus with our very best wishes for a happy holiday season. We wish to thank you for your role in making [Year] the most successful year in the history of our firm, and we are all looking forward to a prosperous new year. To your wife/husband and family, we extend our very best wishes for a Merry Christmas and a Happy New Year.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: CHRISTMAS EMPLOYEE DISCOUNT OFFER

Dear [Contact name],

[Company] has offered our employees a [%] discount on all merchandise purchased during the Christmas season as their way of wishing you all a Merry Christmas.

In order to receive this discount, you must present your employee identification card at the time of purchase. They have also requested that you limit the use of this discount privilege to purchases made in your own behalf.

Your cooperation in this matter will be appreciated.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: COMMENDATION AND REFUSAL OF REQUEST FOR RAISE

Dear [Contact name],

I do hereby acknowledge the receipt of your letter dated [Date]. You are definitely to be commended for your progress during the past [NUMBER] months. Here at [COMPANY], we truly appreciate committed people like you.

However, after evaluation of your performance, I do believe that your recent request for a raise is premature. To conform to our company policy, I would suggest discussing a salary increase after you have worked here for [NUMBER] months. If you continue on the same path, I am certain that your timely request will be given careful consideration. You are doing a fine job, keep up the good work!

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: COMPANY BONUS LETTER

Dear [Contact name],

It is always a pleasure to work with brilliant people like you. The [Presentation/document/etc] you prepared for the [Description of project] was truly outstanding. There is no doubt that we were awarded this project due to your fine work. I hope that you will be part of this team for many years to come. Please accept the enclosed check as our way of saying thank you for a job well done.

We are proud to have you onboard.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: CONFUSION REGARDING SICK LEAVE POLICY

Dear [Contact name],

There seems to be some misunderstanding concerning [Company]'s sick leave policy. Each employee is allowed [Number] sick days per year during the first [NUMBER] years of employment. For [NUMBER] to [NUMBER] years of employment, each employee is allowed [Number] days of sick leave. Any employee of [NUMBER] or more years is granted [Number] days of sick leave. Sick leave may be accumulated up to one full year (365 days).

After an absence of two days, an employee must seek medical advice and present a doctor's excuse upon return to work. Failure to do so may result in docking of pay for any sick leave after two consecutive days. For further information, refer to the employee manual, [Page], or contact our Benefits Officer, [Contact name] at extension [#].

I hope this clears up any misunderstanding, particularly concerning the doctor's excuse.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: DISCONTED MEMBERSHIP FOR EMPLOYEES

Dear [Contact name],

As an employee of [Company], you're entitled to a [%] percent discount off the initiation fee at [Club], and a [%] discount off the monthly or annual fee. A savings today of [Amount] on the initial fee and [Amount] a month, this is an excellent benefit of working at [Company]. So pass the word to your co-workers!

A brochure from the fitness club is attached. Note that [Club] offers [Service], [Service], and [Service]. Exercise has been shown to be one of the greatest stress relievers!

If you have any questions, call [Name] at the Club, [Phone number].

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: EMPLOYEE SUGGESTION FOR COMPANY MEETING

Dear [Contact name],

There is such a high degree of anxiety about [Describe] that I can see the effects in my department daily. I do not feel that the newsletter put out last week helped assuage the fears of the other employees. I believe that it might be beneficial to meet the issue head-on by holding a meeting wherein questions can be put forth and answers can be provided. There is a schism between employees and management that appears to be growing and presents a potential problem. If, for example, [Describe], the employees may maintain their current feelings of alienation to the detriment of the organization.

I know that there are many inherent problems in hashing this subject out in an open forum and these must be weighed against the present alternative. I do feel, however, that the suggestion is worth some consideration.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: FAMILY AND MEDICAL LEAVE

Dear [Employee's Name],

Employers have come a long, long way from the days when children and adults alike worked 14-hour days six days a week. In fact, today's organizations, including [Company] have become very "family friendly." Our adherence to the Family and Medical Leave Act is an important aspect of our commitment to employees and their families.

Who is eligible?

Employees who have at least one year of service and have worked a minimum of [Number] hours during the year before the leave is requested.

What leave is available?

Eligible employees may take up to a total of [Number] weeks of unpaid leave per calendar year.

When may FMLA leaves be taken?

These leaves may be taken for the birth of a child, the placement of a child for adoption or foster care, caring for seriously ill family members, or your own serious health condition. Leave must be taken for more than a week to be counted as FMLA leave.

How far in advance must the leave be requested?

When a leave is foreseeable, the request must be made [Number] days in advance. When the need for an FMLA leave is unexpected, the request must be made as soon as possible.

More details about taking leave under FMLA are covered in the employee handbook. If you have any questions, please see me.

Sincerely,

Your name
Your title
Telephone contact

youremail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: SEXUAL HARASSMENT COMPLAINT

Dear [Employee's Name],

This will confirm that we met with you on [Date], to discuss your allegations of possible sexual harassment by [Alleged harasser]. This letter explains what the Company policies, as well as state and federal law, require us to do once we receive such a complaint. [Company] does not ignore sexual harassment in the workplace and is committed to preventing, investigating and, when appropriate, taking disciplinary and other action in response to incidents of harassment. For these reasons, we consider your allegations to be serious.

Specifically, you alleged that the following events occurred:

[Describe]

Our harassment policy requires that we consider both parties' understanding of the events about which you complain. Accordingly, we plan to conduct an investigation regarding the allegations, and we plan to interview [The harasser] and other individuals who may have knowledge regarding these matters. We will do our best to conduct this investigation in as sensitive and confidential a manner as the circumstances allow, and will contact you and [The harasser] once that investigation is complete. If you have other allegations that are not reflected above, please inform us immediately so that we have complete information before conducting the investigation.

In the meantime, please be assured that you will not be retaliated against because you complained about sexual harassment, and that we will take appropriate action if we determine that harassment has occurred. In addition, it is in all parties' best interests that disclosure of the allegations be limited only to those individuals who have a need to know them. Enclosed with this letter is a copy of [Company]'s sexual harassment policy for your information.

If you have any questions, or can provide further facts regarding this matter, feel free to contact me.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF PROMOTION

Dear [Contact name],

It is our great pleasure to inform you that you have been promoted to the challenging and demanding position of [Position].

This promotion is in recognition of the fine work you have done for this firm. We are very confident that you will meet the new responsibilities which accompany the position of [position] with the same level of

enthusiasm and enterprise which you have exhibited since you came to work with our firm.

Please accept our congratulations on your new promotion.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO EMPLOYEE UNQUALIFIED FOR CHRISTMAS BONUS

Dear [Contact name],

Each of our employees who has been with our firm for a period of six months or more receives a Christmas bonus. Since you became a member of our sales department on [Date], you will not be receiving a bonus this year.

I wanted to be sure that you understood this company policy prior to our disbursement of the holiday paychecks to avoid any misunderstanding or disappointment on your part.

We are very pleased with your work and while we would like to bend the rules, this would be unfair to all of our other personnel.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF BONUS CANCELLATION

Dear [Contact name],

This has been a difficult year for [Company]. I am sure that you all know that the loss of contracts with [Company], due to [Describe], hurt us substantially.

In [Month], we had a major decision to make. The question we were faced with was whether to let some of our employees go, or to explore all other possible avenues of cost reduction, keeping everyone's job intact. We chose the latter course. Unfortunately, one of the policies we were forced to eliminate for this year, was our annual Christmas bonus to each of our employees.

This will be the first year since [Year] that we will be unable to thank you in this special manner for your hard work, loyalty and faithfulness. We are all hoping that [Year] will be a prosperous year and that we will be able to reinstate our traditional Christmas bonus policy.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE TO EMPLOYEES OF NEW VACATION POLICY

Dear [Contact name],

This is to provide notice to all [Name of firm] employees of our new company policy in regards to vacations.

Notice of your intention to take a vacation must be given to the company no less than [Number] days prior to your vacation. This will enable us to employ temporary help, if necessary, and to schedule vacations in a manner that will not be disruptive to the company.

Thank you for your cooperation.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: OFFER OF ASSISTANCE TO FAMILY DURING ILLNESS

Dear [Contact name],

Everyone here at [Name of firm] was saddened to learn of [Name of employee] sudden illness.

We know that this came on without any warning and while the proceeds from the group policy insurance coverage will defray a substantial amount of the medical costs, you may have need for some additional financial assistance to see you through this difficult time.

Please do not hesitate to call on us if you need our assistance in this area. We consider [Name of employee] to be one of our most valuable employees and a fine individual as well and would be most appreciative if you will let him know that we are all thinking of him.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: PLEASE WELCOME OUR NEW EMPLOYEE

Dear [Contact name],

I am happy to introduce our new [Position], [New employee], to you. [First name] will be in charge of [Describe].

[First name] is a graduate of the University of [University] and holds a degree in [Describe field of study]. For the last five years he has worked as a [Describe] for [Company name]. We are proud to have him on our staff and are sure he will be able to give you the kind of service you have come to expect from [Company name].

Please call us if there is anything that we can do for you. [First name] will be contacting you within the next two weeks to personally introduce himself, discuss his monthly schedule and answer any questions you might have. Ask him/her about [Introduce new employee hobby or activity]!

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

[date]
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: PROMOTION ANNOUCEMENT

Dear [Contact name],

We are pleased to announce the promotion of [NAME] to the position of [POSITION] in the [DEPARTMENT]. [NAME] joined our company [NUMBER] years ago as a [TITLE]. He/She has also held the positions of [LIST].

In this new position [NAME] will be in charge of [DESCRIBE]. He/She will be responsible [RESPONSABILITIES].

Please join us in congratulating [NAME] on his/her promotion and in wishing him/her continued success at our company.

Sincerely,

Your name

Your title

Telephone contact



youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: REFUSAL OF EMPLOYEE REQUEST FOR EARLY RAISE

Dear [Contact name],

Although the company appreciates all that you have pointed out in your letter, we do not believe a raise is in order at this time. It is the custom of [Company name] to review all employee benefits and compensation in [Month], at the end of the fiscal year. Certainly, at that time you will be considered for a salary increase, providing the production figures for your division are significantly increased.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REMINDER TO EMPLOYEE TO RENEW DRIVERS LICENSE

Dear [Contact name],

Our records indicate that your driver's license will need to be renewed on or before [Date]. As you know, it is essential that all of our employees who drive company vehicles must keep their licenses current. We wanted to advise you of this to provide you ample time to renew your license.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REQUEST FOR LEAVE OF ABSENCE

Dear [Contact name],

As you may have heard, I am getting married on the [Date]. It is with this in mind that I am requesting a [Number] days leave of absence.

My fiancé is able to combine a business trip to [DESTINATION] with our honeymoon, and I would hate to miss this rare opportunity.

I will be back at my desk, with my full attention to the [Department], as always, on the [Date].

If you need any additional information, please contact me at the following number and extension.

Thanks for your collaboration.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REQUEST TO LOCATE FORMER EMPLOYEE

Dear [Contact name],

For some time I have been unsuccessfully attempting to locate an individual who was previously in your employ.

His name is [Name of individual] and I have been informed that he worked for you during [time period].

If you know his current whereabouts, I would appreciate your either informing me of same or forwarding this letter to him.

Thank you very much for your help in this matter.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RETIREMENT PARTY INVITATION

Dear [Contact name],

You are cordially invited to attend a party given in honor of [Individual], on his retirement from [Name of firm].

The party will be held at [Location], on [Date], at [Time]. The company will be presenting [Name of individual] with a gift at that time.

Be prepared to eat, drink, dance and share in this tribute to a fine individual.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RETIREMENT PARTY INVITATION (INTERNAL)

Dear [Contact name],

On [Date] at [Time], in [Specify], the company is organizing a retirement party. As you know, [Name] has been with the company for [Number] years now, and has been held in high regard by his fellow workers.

I am requesting that each employee donate [Amount] so that we might present to [Name] a gift memorializing his time spent with our company. We are at this time undecided on the type of gift, and your suggestions are therefore encouraged. Look forward to seeing you on [Day].

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: THANK YOU FOR SUBMISSION AND REQUEST FOR REVISION

Dear [Contact name],

The speech that you submitted to me for presentation at [Describe] is excellent with one minor exception.

Inasmuch as [Name] is somewhat sensitive about [Describe], I feel that it would be inappropriate to make any reference to this fact. I would appreciate it if you would delete those sections in Paragraphs [Number] and [Number] which specifically comment about [Describe], and find a suitable substitution.

Once again, the speech is very well written. Thank you.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: THANK YOU FOR SUPPORT DURING ILLNESS

Dear [Contact name],

Heart attacks are something that happen to the next fellow, and it was therefore rather surprising to wake up in [Hospital] and be informed that I had just had one.

I have learned of the generous support you lent to my family during my illness, and would like to sincerely thank you for the kindness and assistance you provided during my immobility. Individuals like you are few and far between. I am looking forward to returning to work as soon as I get my clean bill of health. Thank you again.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

CERTIFICATE OF EMPLOYEE OF THE MONTH

This Certificate is awarded to [Name of Employee] for his/her election as the Employee of the Month for the month [applicable month], [DATE] for [Name of Company].

[Name of Company] sincerely appreciates and acknowledges the efforts of [Name of Employee] above and beyond the call of duty.

Date: _____

President



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: COMPLIMENTARY LETTER ON YOUR HANDLING OF DIFFICULTY

Dear [Contact name],

Several of your associates in the [department] have informed me of the incident that occurred [Date]. They have all agreed that [Specify]. They also all agreed that you remained a gentleman throughout the entire time, attempting to solve the problem.

I compliment you on your self-control, and in handling the situation in such an exemplary manner. I have placed a call to [Company] and fully anticipate your receiving an apology from them.

Sincerely,

Your name

Your title

Telephone contact

youemail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: COMPLIMENTARY LETTER TO EMPLOYEE ON HANDLING OF EMERGENCY

Dear [Contact name],

You are to be highly commended for the way that you handled the emergency that occurred yesterday. The paramedics have informed us that if you hadn't acted as quickly as you did, our customer's attack might have been fatal. Thanks to your fast reaction, she is already out of intensive care and on the road to recovery.

We are very proud of your association with our organization.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: CONGRATULATIONS ON A JOB WELL DONE

Dear [Contact name],

It is always a pleasure to write a letter to an employee that has shown great achievement in his work. I want to personally congratulate you on [Specify]. I've always been persuaded that you were extremely qualified for [POSITION]. Quite a few [EMPLOYEES OF DEPARTMENT] told me that they have received numerous compliments from our clients.

Congratulations on a job well done. We are very proud of your association with our organization and hope that you will continue your good work in the future.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: CONGRATULATIONS ON INCREASED SALES

Dear [Contact name],

The numbers are in and I am proud to inform you that our total sales for the period of [Date] through [Date] amount to [AMOUNT], which represents a [%] increase over our sales for the preceding period.

You have achieved the goal we established, and you are to be highly commended for your achievement. We are very proud of your association with our organization and hope that you will continue your good work.

Congratulations!

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

**OBJECT: CONGRATULATIONS ON OUTSTANDING
ACHIEVEMENT**

Dear [Contact name],

You have proven the skeptics wrong and accomplished what most said was impossible.

There is no doubt that your recent achievements will be spoken of for some time to come and that the admiration for your accomplishments is felt by all of us within the company as well as the industry.

Please accept my heartiest congratulations for your success.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: CONGRATULATIONS ON YOUR PROMOTION

Dear [Contact name],

I just heard about your recent promotion to the position of [Position]. Congratulations! I am sure our firm has made a very wise choice and that you will excel in your new role as [Position].

I know how hard you have worked to earn the recognition you presently enjoy at [Name of firm] and that's why it was a great pleasure for me to see your efforts finally rewarded.

Please accept my best wishes for your success in your new position.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: CONGRATULATIONS ON YOUR 5-YEAR ANNIVERSARY

Dear [Contact name],

It seems like yesterday but [Date] will mark your fifth anniversary as a valued member of the [name of firm]. We would like to take this opportunity to thank you for these past five years of fine workmanship and company loyalty.

We know that the growth and success of our company is largely dependent on having strong and capable staff members, such as yourself, and recognize the contribution you make in helping us maintain the strong position we enjoy in the industry.

We are hoping that you will remain with us for many years to come and would like to offer our congratulations on this anniversary.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

EMPLOYEE JOB & MOTIVATION IMPROVEMENT MEETING

Open the discussion by saying something like:

Thanks for coming to talk with me. What I'd like to talk about is employee morale. I want to make this job as fulfilling and satisfying for you as I can. Before I can do that, though, I need to know how you feel your job could be made more fulfilling or what other steps we can take to make you feel satisfied in your job.

At this point, if the employee has definite comments or feedback, let the employee talk. Maintain eye contact, take good notes and occasionally nod or smile to let the employee know that you're listening. If the employee doesn't seem to have anything to say right off the bat, or seems hesitant to comment, you might say something like:

I want you to know that I'm really interested in what you have to say, and I don't want you to feel uncomfortable giving criticism, if that's what's necessary. This isn't a trap, and I'm not going to get angry or retaliate for any criticism you might make. This is really a team process and we're on the same side. If it's OK with you, I'd like to go through some specific questions, and get your thoughts.

If you'd rather not do this now, let me know. We can reschedule a time to meet or you can jot some thoughts down on paper if you'd rather.

If the employee seems really uncomfortable or uninterested, you might conclude the session now. If the employee seems to want to continue participating, you could then go through a list of questions or topics and ask the employee to comment about them.

Here's a sample of some topics that might get your discussion going:

- The good and bad habits of supervisors and coworkers
- The employee's future at the company and how he or she feels about it
- The employee's workload and the distribution of work in general
- The employee's working conditions and how he or she feels they could be improved
- The employee's feelings about the importance of the work he or she does
- How employees get along with each other
- The condition of the equipment with which the employee must work
- The pay and benefits the employee receives and how they compare with other companies
- The consistency and fairness of the way employees are treated and disciplined

- Whether the employee feels that supervisors and coworkers tell the employee what the employee needs to know
- The potential for growth/advancement
- The employee's experiences with and feelings about coaching and feedback
- The usefulness and appropriateness of instructions and training received
- The effectiveness of communication among coworkers and between workers and supervisors
- The attitude of the managers/owners toward the employees

You might ask the employee to respond to each of these topics. Be sure to take good notes. After the discussion, sum up by saying:

Thanks very much for taking the time to let me know how you feel. I appreciate your honesty, and I hope you'll feel free to come and talk to me if you have questions, suggestions, or additional comments.

Let the employee know what to expect:

After I conduct some more meetings with other employees, I'm going to look at this information and try to figure out ways that we can change things to make your job even more fulfilling and rewarding. I hope to have some information back to you within two weeks that will tell you where we'll go from here.

Thanks again.

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: LETTER OF APPRECIATION

Dear [Contact name],

Your enthusiasm and your ability to motivate your employees has resulted in a significant increase in productivity and profitability. If we had an award to give, you would be the prime candidate. Please accept my sincerest appreciation for the fine job you are doing in our [Department].

Sincerely,

Your name
Your title
Telephone contact
youemail@yourcompany.com

October 18, 2022

Contact Name
Address
Address 2
City, State/Province
Zip/Postal Code

OBJECT: LETTER OF ENCOURAGEMENT TO SALES STAFF

Dear [Contact name],

There are two sides to the story, two sides of a coin, and two ways to face the day. There are always the prophets of doom and the cynics who will be happy to lead their followers through long periods of drought and famine.

When an unfortunate individual starts blaming his own failures on others, and on conditions over which he has no control, he can usually forget about achieving his goals. There are good times and bad times, but at all times there are sales that are made and sales that are lost. You have all proven that you are not only capable, but excel as salesmen. I am proud of the accomplishments of our sales force and know that nothing can hold back the motivated individual who has an excellent product to sell.

In the months to come, I feel confident that you will persevere in a manner that will result in an increase in sales and commissions to each and every one of you that will far exceed our projections. The outlook for the coming year is brighter than it has been for some time. With a positive, assertive attitude, nothing can stop us!

Sincerely,
Your name
Your title
Telephone contact

1. How knowledgeable are you about computers?

- Very
- Slightly
- Somewhat
- Not at all

2. Which of the following are important to you when evaluating a computer equipment purchase?

- After-sales support
- Best price for features
- Easy to use
- Lowest price available
- Newest technology available
- Reputation of vendor
- Warranty
- Attractive product
- Brand name
- Hardware compatibility
- Most features/functions
- Product quality
- Compact size
- Other: _____ (please specify)

3. Which of the following sources of information do you use to make decisions about computer or software purchases? (Please check all that apply.)

- Business publications
- Colleagues
- In-store displays
- PC Publications
- Radio
- Trade shows
- Other: _____ (please specify)
- Catalogs
- Consultants
- Manufacturer's reps
- Personal experience/knowledge
- Television
- Newspaper

4. Which of the following publications do you rely on for information regarding your business or your plans to start a business? (Please check all that apply.)

- Business Nation
- Business Week
- Byte
- Computer Shopper
- Computerworld
- Entrepreneur
- eWeek
- Forbes
- Fortune

- Home Office Computing
- Inc.
- Independent Business
- MacCentral
- Macworld Online
- PC Magazine
- PC Novice
- PC World
- None of these

5. As a small-business owner, please check those of the following topics that you consider useful.

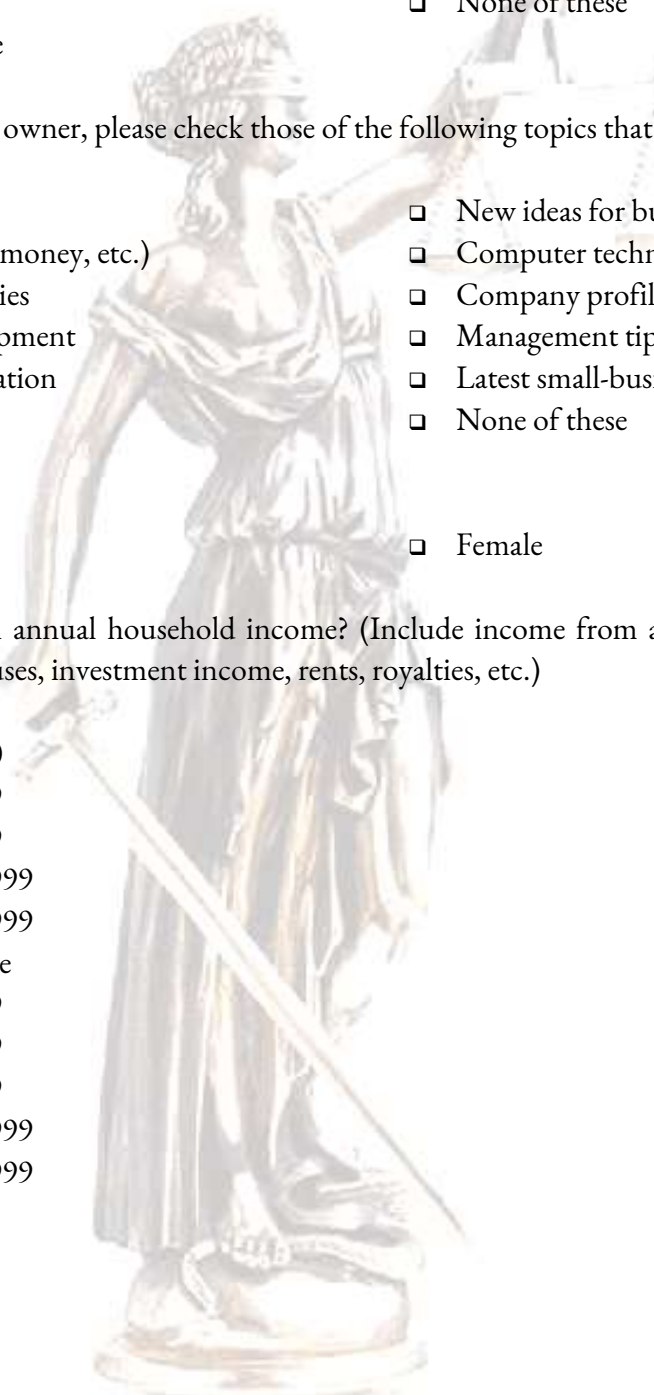
- Tax information
- Financial (raising money, etc.)
- Marketing strategies
- Latest office equipment
- Franchise information
- All of the above
- New ideas for business
- Computer technology
- Company profiles
- Management tips
- Latest small-business trends and statistics
- None of these

6. Are you:

- Male
- Female

7. What is your total annual household income? (Include income from all family members and all sources—salary, bonuses, investment income, rents, royalties, etc.)

- Less than \$30,000
- \$40,000 - \$49,999
- \$60,000 - \$74,999
- \$100,000 - \$149,999
- \$250,000 - \$499,999
- \$1 million or more
- \$30,000 - \$39,999
- \$50,000 - \$59,999
- \$75,000 - \$99,999
- \$150,000 - \$249,999
- \$500,000 - \$999,999



PERSONAL FLEXIBILITY SKILLS TEST

Are You Ready for Change?

These sample questions come from one of several tools that we use in our assessment and development programs. The focus of this particular tool is on development. Each of the questions represent different types of actions you must take in your career and/or job, and relates to the business situation you might use. Within each section (A, B, C, and D), read the questions and choose the one response which most closely describes your behavior. To receive results, you must respond to every section (a total of four sections). Your feedback results will be more accurate and helpful if you are as truthful as possible. If you rate yourself at or beyond the midpoint, "a 3, 4 or 5", on any section, you should be able to describe and document an example of how and when you performed the activity.

Maximum score of 20: (4 sections) X (5 points per section)

SECTION A: Willingness and Ability to Change your Position on Issues	
Points	
1	I am usually willing to change my mind when the majority of the group disagrees with me.
2	I modify my stance on issues when doing so would benefit others with whom I am associated.
3	I stay informed of various positions and scenarios and make changes as they are needed.
4	I quickly modify my stance when there is new and valid information.
5	I maintain or alter my position by considering how information and resources apply to situations.

SECTION B: Willingness and Ability to Initiate Action	
Points	
1	In most situations I seek additional information before choosing a course of action.
2	I insist on finishing all currently scheduled tasks before initiating action on additional work.
3	In unfamiliar situations, I readily seek assistance before taking action.
4	In most situations, I initiate action with just the immediately available information and resources.
5	I willingly consider and examine different methods to accomplish objectives.

SECTION C: Willingness and Ability to Make Decisions	
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Points	
1	In unfamiliar situations I reach conclusions only after thoroughly studying the available information and resources.
2	I reanalyze all available information when presented with new, valid perspectives.
3	In new situations, I act only after considering possible outcomes and preparing to deal with contingencies.
4	I readily seek alternatives to ensure that I can make valid decisions.
5	I maintain or alter decisions by considering how information and resources apply to situations.

SECTION D: Willingness and Ability to Work with Others	
Points	
1	In difficult situations I almost always find that it is best to take the path of least resistance.
2	I consider others' views once they can provide me with all possible information and resources.
3	I seek others' input to support my decisions or suggested changes.
4	I actively seek opportunities to neutralize or turnaround difficult challenges.
5	I frequently offer effective ideas to others despite possible resistance or risks.

TOTAL POINTS: _____

Based on your responses, your current readiness for change appears to be:

17-20: Congratulations! You are ready now to deal with all expected and most unexpected changes. This score places you at the **Expert Level** meaning that you are extremely effective at managing change and leading individual, team, and organization change processes. At this level you are quite capable of helping individuals and teams effectively respond to change. Although you have few development needs, you will benefit from efforts to find additional opportunities to extend your Personal Flexibility strengths. We hope that you will continue your self-guiding and learning process.

12-16: Solid Performance. You are ready now to deal with routine, expected changes. This score places you at the **Experienced Level** meaning that you are good at managing change and working effectively with individuals and teams to incorporate new processes within your area of responsibility or expertise. At this level you work confidently with others to adjust to new situations and to improve individual and team performance. You have some development needs but, with a persistent and focused developmental effort, you will see marked improvement and you will be ready to advance to the next level when the opportunity arises.

4-11: Significant Development Needs. You are ready now to learn more about dealing with expected and unexpected changes. This score places you at the **Entry Level** meaning that you have a ways to go before you are

considered effective at managing change and working effectively with individuals, teams, and organizations in new programs and situations. At this level you work hard and focus on ensuring current work procedures are followed. However, you are more reactive than proactive in dealing with your work environment and market changes. Although you have many development needs, you will benefit from pinpointing one or two areas for development which will help you focus and achieve better results faster.

Note: If you scored yourself particularly high or low in any one of the four sections, you may want to validate this finding by asking your coworkers or staff to evaluate and document your performance using this same assessment tool. For example, if you scored yourself low in "Working with Others", ask your staff or team whether or not they perceive you as slow or unwilling to seek and consider their input when experiencing change. If they do not validate your self-evaluation, ask them to explain their evaluation or to give you more information.

Being ready for change is a **CRITICAL SUCCESS FACTOR** and is recognized as important for success in today's challenging and re-engineered work environment.



PERSONAL STRENGTHS AND WEAKNESSES WORKSHEET

The chart below will help you identify your strengths and weaknesses and will give you a better idea if you're ready to become a small business owner. Examine each of the skills areas listed in the chart. Ask yourself whether you possess some or all of the skills listed in the parentheses. Then rate your skills in each area by circling the appropriate number, using a scale of 1-5, with 1 as low, 2 as between low and medium, 3 as medium, 4 as between medium and high, and 5 as high.

Skills	Rating				
	low		medium		high
Sales					
Pricing	1	2	3	4	5
Buying	1	2	3	4	5
Sales planning	1	2	3	4	5
Negotiating	1	2	3	4	5
Direct selling to buyers	1	2	3	4	5
Customer service follow-up	1	2	3	4	5
Managing other sales reps	1	2	3	4	5
Tracking competitors	1	2	3	4	5
Marketing					
Advertising/promotion/public relations	1	2	3	4	5
Annual marketing plans	1	2	3	4	5
Media planning and buying	1	2	3	4	5
Advertising copy writing	1	2	3	4	5
Marketing strategies	1	2	3	4	5
Distribution channel planning	1	2	3	4	5
Pricing	1	2	3	4	5
Packaging	1	2	3	4	5
Financial planning					
Cash flow planning	1	2	3	4	5
Monthly financial	1	2	3	4	5
Bank relationships	1	2	3	4	5
Management of credit lines	1	2	3	4	5
Accounting					

Bookkeeping	1	2	3	4	5
Billing, payables, receivables	1	2	3	4	5
Monthly profit and loss statements/balance sheets	1	2	3	4	5
Quarterly/annual tax preparation	1	2	3	4	5
Administrative					
Scheduling	1	2	3	4	5
Payroll handling	1	2	3	4	5
Benefits administration	1	2	3	4	5



Personnel management					
Hiring employees	1	2	3	4	5
Firing employees	1	2	3	4	5
Motivating employees	1	2	3	4	5
General management skills	1	2	3	4	5
Personal business skills					
Oral presentation skills	1	2	3	4	5
Written communication skills	1	2	3	4	5
Computer skills	1	2	3	4	5
Word processing skills	1	2	3	4	5
Fax, e-mail experience	1	2	3	4	5
Organizational skills	1	2	3	4	5
Intangibles					
Ability to work long and hard	1	2	3	4	5
Ability to manage risk and stress	1	2	3	4	5
Family support	1	2	3	4	5
Ability to deal with failure	1	2	3	4	5
Ability to work alone	1	2	3	4	5
Ability to work with and manage others	1	2	3	4	5
Total					

After you've rated yourself in each area, total up the numbers. Then apply the following rating scale:

- If your total is less than 20 points, you should reconsider whether owning a business is the right step for you.
- If your total is between 20 and 25, you're on the verge of being ready, but you may be wise to spend some time strengthening some of your weaker areas.
- If your total is above 25, you're ready to start a new business now.

CHECKLIST HARASSMENT INVESTIGATION

Getting the employee to describe the claim:

- Listen to the charge. Don't make comments like, "You're overreacting."
- Acknowledge that bringing a harassment complaint is a difficult thing to do.
- Maintain a professional attitude.
- Gather the facts; don't be judgmental.
- Ask who, what, when, where, why, and how. Find out if the employee is afraid of retaliation. How does the employee want the problem resolved?

Conducting an investigation of the claim—general rules to follow:

- Investigate immediately. Delaying or extending an investigation can make witness testimony increasingly unreliable.
- Remember that the manner in which the investigation is handled can itself furnish grounds for a hostile environment claim, so carefully document every step.
- Treat all claims seriously—even those that seem frivolous—until you have reason to do otherwise.
- Keep the investigation confidential. Emphasize to those involved that your discussions are not to be shared with unconcerned parties. Warn of possible disciplinary action, if necessary.
- Limit the number of persons who have access to the information. Communicate strictly on a "need to know" basis.
- Ask questions so that information is not unnecessarily disclosed. For example, instead of asking, "Did you see Paul touch Joan?" ask "Have you seen anyone touch Joan at work in a way that made her uncomfortable?" Remember—the purpose of the investigation is to gather facts, not disseminate allegations.
- If there is more than one allegation, treat each separately.
- To avoid defamation liability, never broadcast the facts of a given situation or the results as an example to others or as a training tool.

Interviewing the complainant (Can be done when employee first reports charge):

- Get specific details. Find out what the complainant wants.
- Find out whether there was a pattern of previous episodes or similar behavior toward another employee.
- Get the specific context in which the conduct occurred. Where? What time?
- Determine the effect of the conduct on the complainant. Was it economic, non-economic and/or psychological?
- Determine the time relationship between the occurrence of the conduct, its effect on the complainant, and the time when the complainant made the report.
- Prepare a detailed chronology.
- Analyze whether there might have been certain events that triggered the complaint, *i.e.*, promotion, pay or transfer denial.

- Determine whether there were any possible motives on the part of the complainant.
- Explain to the complainant that the charges are serious, that you will conduct a thorough investigation before reaching any conclusion, and that he or she will not be retaliated against for making the complaint.
- Don't make any statements about the accused employee's character, job performance, family life.

Interviewing the accused:

- Obtain a statement from the accused.
- Identify the relationship of the accused to the complainant.
- Was there any prior consensual relationship between the parties? How long have they known each other? Is there a history of group or individual socializing?
- If the individual was a supervisor, indicate the individual's job title, obtain a copy of the individual's job description, and determine the individual's specific duties at the time of the alleged harassment.
- Determine whether the accused directed, or had responsibility for the work of other employees or the complainant, had authority to recommend employment decisions affecting others or was responsible for the maintenance or administration of the records of others.
- You can expect the accused to deny the charges. Observe the reaction. Note whether there is surprise, anger, or disbelief. Describe the details of the allegation and note the areas of disagreement between the testimony of both parties. If the accused denies the allegations, probe further to determine with the accused the background, reasons, and motivation that could possibly trigger the complaint.

Interviewing witnesses:

- Obtain statements from any witnesses who support or deny any of the complainant's allegations. Be aware that witnesses are often reluctant to come forward out of fear of reprisal.
- Assure all witnesses that their cooperation is important, that their testimony is confidential and that they will not be retaliated against for testifying.

Resolving the complaint:

- Apologize for the incident occurring, *if that is appropriate*.
- When attempting to remedy the conduct, avoid requiring the claimant to work less desirable hours or in a less desirable location. If you offer to transfer the complainant, try to get the complainant's consent and make sure the transfer position is substantially similar to the complainant's prior position. This helps ensure that the complainant is not being illegally punished for reporting discrimination or harassment.
- Consider the severity, frequency and pervasiveness of the conduct when imposing discipline on the harasser. There are several disciplinary options available, including:
 - oral and written warning
 - reprimand
 - suspension
 - probation
 - transfer

— demotion

— discharge

- When imposing discipline on the accused, any forms of discipline short of discharge should be accompanied by a warning that similar misconduct in the future may result in immediate discharge. If no discipline is imposed, document the reasons why.
- Provide remedial counseling and training on sexual harassment, if appropriate. Also take the opportunity to re-communicate your policy.
- Carefully and fully document the investigation, the discipline imposed, and any remedial steps taken.
- Conduct follow-up interviews with the parties to inform them of the company's actions.



CHECKLIST: DOCUMENTS TO KEEP IN EMPLOYEES' PERSONNEL FILE

Some or all of the following documents should be maintained in an employee's personnel file. It is generally recommended that personnel file, payroll and other records be maintained for 3 years after employment. Other health and safety records should be maintained for 5 years.

- Resume
- Letters of Reference
- Employment Application
- Interview Record
- Pay Record
- Employment Agreements
- Employee Handbook Acknowledgment
- Harassment and Discrimination Policy Acknowledgment
- Employee Compliance Surveys
- Drug Testing Policy Acknowledgment and Results
- Police Check Policy Acknowledgment and Results
- Driver's Record Policy Acknowledgment and Results
- Confidentiality, Trade Secret and Non-Disclosure Agreements
- Performance Appraisals and Performance Agreements
- Transfer Notices, Layoffs and Recall Notices.
- Discipline Notices
- Absenteeism and Lateness Notices
- Termination Documents
- Exit Interviews
- Unemployment and Worker's Compensation Documents
- Severance Agreements and Releases
- Medical Records (limited access!)
- Injury Reports (limited access!)
- Union Membership Records

EMPLOYEE SUGGESTION FORM

IDENTIFICATION

% Employee Name:	% Date:
Position/Title:	Dept:

CONCERN

Please state the nature of your suggestion, including how it improves your job, the job of others, value to the customers, and the concern being addressed (lost time, misuse of materials, loss of revenue, return of goods, inefficiency, morale, etc.).

RESOURCES NEEDED

Please explain how the company can help to support your suggestion. Please include estimates of labor, materials, capital, equipment, or other resources needed.

Labor Needed:
Materials Needed:
Equipment Needed:
Capital (Money) Needed:
Other Resource Needed (Please specify):
Total Estimated Cost to Address Concern:

DESIRED BENEFIT

Please explain the anticipated total benefit to the company:

Total Estimated Financial Benefit to Company:

PLANNING

Please outline the steps needed and the individuals/departments that must be involved to accomplish the suggestion set forth above.

1.
2.
3.
Total Estimated Time to Completion:

Employee Signature: _____ Date: _____



FOR MANAGEMENT USE ONLY

Supervisor Name:	Title:
Date Received:	Follow-up Date

Suggestion Merit (Please explain pros and cons in detail):

Benefit to Company:

Cost to Company (include Capital, Equipment, Manpower, etc.):

Is this suggestion cost efficient and related to the company mission (Please explain in detail)

Suggestion Priority (1= Low, 5 = High) **1** **2** **3** **4** **5**

Action to be taken:

Suggested employee reward

Supervisor name

Date

Supervisor signature



MEDIATION AND ARBITRATION AGREEMENT

Our company greatly values its relationships with its employees. We realize that no matter how hard we may try, an occasional breakdown in the relationship may occur. The purpose of this Mediation and Arbitration Agreement is to help avoid the time, expense and emotions associated with dragging our problems through the litigation system.

1. Agreement to Mediate

You and the Company agree to first attempt a mediation of any dispute covered by this Agreement. Mediation is a non-binding process allowing the parties to resolve claims without extensive cost, time and emotion. This mediation shall be conducted pursuant to the Rules and Procedures of the American Arbitration Association for the resolution of employment disputes, or as otherwise stipulated by the parties.

The parties agree to make a good faith effort at mediating any dispute prior to filing a claim for arbitration.

2. Agreement to Arbitrate; Designated Claims

The parties agree that all references to the "Company" in this Agreement shall include and all of its subsidiary and affiliated entities, including all former, current and future officers, directors and employees of all such entities, in their capacity as such or otherwise; all benefit plans and their sponsors, fiduciaries, administrators, affiliates and agents, in their capacity as such and otherwise; and all successors and assigns of any of them. Except as otherwise provided in this Agreement, the Company and the Employee hereby consent to the resolution by binding arbitration of all claims or controversies for which a federal or state court or other dispute resolution body otherwise would be authorized to grant relief, whether or not arising out of, relating to or associated with the Employee's employment with the Company, that the Employee may have against the Company or that the Company may have against the Employee.

Claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant, express or implied; tort claims; claims for discrimination or harassment on bases which include but are not limited to race, sex, sexual orientation, religion, national origin, age, marital status, disability or medical condition; claims for benefits, except as excluded in paragraph 6; and claims for violation of any federal, state or other governmental constitution, statute, ordinance, regulation, or public policy including but not limited to [LAWS/CODE/ACT] and their [STATE/PROVINCE] equivalents. The purpose and effect of this Agreement is to substitute arbitration as the forum for resolution of the Claims; all responsibilities of the parties under the statutes applicable to the Claims shall be enforced. We both understand and agree that we are entering into this Agreement voluntarily, and that this Agreement provides for the waiver of our respective rights to a trial by jury on the claims covered by this Agreement.

3. Neutral Mediator or Arbitrator

Any mediation or arbitration of disputes shall be conducted by a neutral mediator/arbitrator.

4. Governing Law

All arbitrations covered by this Agreement shall be adjudicated in accordance with the state or federal law that would be applied by a [COUNTRY] sitting at [the place of the hearing].

5. Location of Arbitration

The parties agree that any dispute shall be held in the [Place] pursuant to its [Rules for Arbitration Employment Disputes.]

6. Rights

Please understand that by signing this agreement, and except for those matters excluded, the Employee and Company waives any right that it, he or she may possess to have employment related disputes litigated in a court or by jury trial.

7. Claims Not Covered by This Agreement

This Agreement does not apply to or cover claims for workers' compensation or unemployment compensation benefits; claims resulting from the default of any obligation of the Company or the Employee under a loan agreement; claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information; or claims based upon an employee pension or benefit plan that either (1) contains an arbitration or other non-judicial resolution procedure, in which case the provisions of such plan shall apply, or (2) is underwritten by a commercial insurer which decides claims. If either the Company or the Employee has more than one claim against the other, one or more of which is not covered by this Agreement, such claims shall be determined separately in the appropriate forum for resolution of those claims. Nothing in this Agreement shall preclude the parties from agreeing to resolve claims other than Claims covered by this Agreement pursuant to the provisions of this Agreement.

8. Statute of Limitations

Any claim governed by this Agreement shall be filed no later than one year from the date of discovery, or one year from the last date employment, which ever comes first.

9. Initiation of Mediation Process

Employee or Company can initiate the mediation process by filing a Request for Mediation with [Human resources, corporate counsel, etc.]

10. Initiation of the Arbitration Process

To initiate the arbitration process, the aggrieved party must file a written Claim. Claims can be filed with the office of [Name]. Service of the Claim upon the responding party shall be made in accordance with Procedures. Copies of the Rules for Arbitration are available upon request from the Human Resources Department in each of the Company's major facilities and from each of the Regional Offices, as well as from [Name] offices.

11. Arbitration Procedures

Arbitrations pursuant to this Agreement shall be conducted in accordance with the procedures set forth in [Rules for Arbitration], except where the Rules conflict with this Agreement, in which case the terms of this Agreement shall govern.

12. Representation

Each party may be represented by an attorney at any mediation or arbitration covered by this Agreement.

13. Fees and Costs

The Company will pay reasonable costs for up to two alternative dispute resolution procedures during a [NUMBER]-month period beginning [DATE]. All other arbitration costs shall be shared equally by the Company and the Employee. Each party shall pay for each party's attorneys' fees and costs, if any. However, the arbitrator may, in his or her discretion, permit the prevailing party to recover fees and cost to the extent permitted by applicable law.

14. Discovery

The parties shall be entitled to engage in reasonable discovery in the form of requests for documents, interrogatories, requests for admission, physical and/or mental examinations and depositions, in order to obtain information necessary to prosecute or defend the claims brought. Any disputes between the parties regarding the nature or scope of discovery shall be resolved by the Arbitrator(s) in his or her discretion.

15. Written Award

The Arbitrator shall issue a written award, setting forth the award and basis therefore. The award shall be final and binding upon the parties. The Arbitrator shall have the power to award any type of relief that would be available in court of competent jurisdiction. In addition, the Arbitrator shall have the authority to order any party found to have presented any claim or defense without substantial justification to pay the other party's attorney's fees and costs. Any award may be entered as judgment in any court of competent jurisdiction.

16. Motions

The arbitrator will have the authority to grant motions dispositive of all or part of any claim pursuant to the [Rules for Arbitration of Employment Law Disputes.]

17. Exclusive Remedy

For Claims covered by this Agreement, arbitration is the parties' exclusive legal remedy. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement. The decision of an arbitrator on any Claims submitted to arbitration as provided by this Agreement shall be in writing setting forth the findings of fact and conclusions of law and the reasons supporting the decision and shall be final and binding upon the parties, except that both parties shall have the right to appeal to the appropriate court any errors of law in the decision rendered by the arbitrator.

18. Consideration

In addition to any other consideration, each party's promise to resolve Claims by arbitration in accordance with the provisions of this Agreement, rather than through the courts or other bodies, is consideration for the other party's like promise. So too is the Employer's willingness to pay costs of the procedure as set forth in paragraph 13.

19. Not an Employment Agreement

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied, nor shall this Agreement be construed in any way to change the status of the Employee from that of at-will employment.

20. Term, Modification, and Revocation

This Agreement shall survive the employer-employee relationship between the Company and the Employee and shall apply to any covered Claim whether it arises or is asserted during or after termination of the Employee's employment with the Company or the expiration of any benefit plan. This Agreement can be modified or revoked

only by a writing signed by the Employee and an executive officer of the Company that references this Agreement and specifically states an intent to modify or revoke this Agreement.

21. Severability

A court construing this Agreement may modify, or interpret it in order to render it enforceable. If this Agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial with respect to any dispute to which this Agreement applies. If any provision of this Agreement or the Code is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement or the Code.

22. Sole and Entire Agreement

This is the complete agreement of the parties on the subject of arbitration of disputes, except for any arbitration provision contained in any pension or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written agreement or understanding on the subject. In executing this Agreement, neither party is relying on any representation, oral or written, on the subject of the effect, enforceability or meaning of this Agreement except as specifically set forth in this Agreement.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES CAREFULLY READING THIS AGREEMENT, UNDERSTANDING ITS TERMS, AND ENTERING INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

EACH PARTY FURTHER ACKNOWLEDGES HAVING THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH PERSONAL LEGAL COUNSEL AND HAS USED THAT OPPORTUNITY TO THE EXTENT DESIRED.

COMPANY

EMPLOYEE

Signature

Signature

Print Name and Title

Print Name and Title

OVERTIME AUTHORIZATION FORM

RESPONSE TO REQUEST FOR FAMILY

Employee Name:		Date:	
Employee Name:		Date:	
Title	Department		
Title	Department		
:	:		
:	:		
Overtime Needed From: To		Total Overtime not to exceed hours	
Overtime Needed From: To		Total Overtime not to exceed hours	
DETAILED EXPLANATION WHY OVERTIME IS REQUIRED:			
DETAILED EXPLANATION WHY OVERTIME IS REQUIRED:			
CUSTOMER(S)/CLIENT(S) OVERTIME IS NEEDED FOR:			
CUSTOMER(S)/CLIENT(S) OVERTIME IS NEEDED FOR:			
EMPLOYEE SIGNATURE:		DATE:	
EMPLOYEE SIGNATURE:		DATE:	
SUPERVISOR SIGNATURE:		DATE:	
SUPERVISOR SIGNATURE:		DATE:	
SIGNATURE:			

MEDICAL LEAVE OF ABSENCE

Employee Name:	Date:
Department:	Title:

On

[Date] you notified us of your need to take family/medical leave due to:

- The birth of a child or the placement of a child for adoption or foster care; or
- A serious health condition that you need care for; or
- A serious health condition affecting your spouse/child/parent, for which you are needed to provide care.

You requested leave beginning [Date] and ending on or about [Date].

This is to inform you that (check appropriate boxes):

1. You are eligible not eligible for leave under the FMLA (Family/Medical Leave of Absence).
2. The request leave will will not be counted against your annual FMLA leave entitlement.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by [Date] (must be within 15 days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We will will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply:

5. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of your FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make the premium payments as follows:

You have a [Number] day grace period in which to make payment. If payment has not been made within that period, your group health insurance may be canceled, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

6. We will will not pay your share of the premiums for your health insurance while you are on leave. We will will not do the same with other benefits (e.g. life insurance, etc.) while you are on FMLA leave. If we do, when you return from leave you will be expected to reimburse us for the payments made on your behalf.

7. You will will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return may be delayed until such certification is provided.

8. You are are not a “key employee” as described in the FMLA regulations. If you are a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us as follows:

9. We have have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us as follows:

10. You will will not be required to furnish us with periodic reports of your status and intent to return to work every [Number] days while on FMLA leave.

11. You will will not be required to furnish recertification every [Number] days relating to a serious health condition:

Except as explained above, you have a right under the FMLA for up to [Number] weeks of unpaid leave in a [Number] month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or 2) other circumstances beyond your control, you may be required to reimburse the company for its share of health insurance premiums paid on your behalf during your FMLA leave.

Signature:	Date
Department:	Title:



TELECOMMUTING AGREEMENT

This Telecommuting Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

Employee agrees to participate in the telecommuting program and to adhere to the applicable guidelines and policies. Company concurs with the Employee's participation and agrees to adhere to the applicable guidelines and policies.

The Telecommuting Agreement is subject to the following terms and conditions:

1. Duration

This agreement will be valid for a period of [specify term] beginning on [start date] and ending on [end date]. At the end of that time, both parties will participate in a review which can result in the reactivation of the agreement.

2. Work hours

Employee's work hours and work location are specified in the Attachment at the end of this agreement.

3. Pay and attendance

All pay, leave and travel entitlement will be based on the Employee's primary business location. Employee's time and attendance will be recorded as performing official duties at the primary business location.

4. Leave

Employee must obtain approval before taking leave in accordance with established office procedures. By signing this form, Employee agrees to follow established procedures for requesting and obtaining approval of leave.

5. Overtime

The Employee will continue to work in pay status while working at the home office. An Employee who works overtime that has been ordered and approved in advance will be compensated in accordance with applicable law and rules. The Employee understands that Company will not accept the results of unapproved overtime work and will act vigorously to discourage it.

By signing this agreement, the Employee agrees that failing to obtain proper approval for overtime work may result in removal from the telecommuting program or other appropriate action.

6. Business owned equipment

In order to effectively perform their assigned tasks, Employees may use Company equipment at the telecommuting location with the approval of Company. The equipment must be protected against damage and unauthorized use. Company owned equipment will be serviced and maintained by Company. Any equipment provided by the Employee will be at no cost to Company, and will be maintained by the Employee.

7. Inspection

The telecommuting location will be inspected periodically to ensure that proper maintenance of Company equipment is performed, and that safety standards are met. Notice must be given to the Employee at least [NUMBER] hours in advance of the inspection, which must occur during normal working hours.

8. Liability

Company will not be liable for damages to the Employees' property that result from participation in the telecommuting program.

9. Reimbursement

Company will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the Employee's residence. The Employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for Company.

10. Workers' Compensation

The Employee is covered under the [LAW] if injured in the course of performing official duties at the telecommuting location.

11. Work assignments

The Employee will meet with [designate contact person] to receive assignments and to review completed work as necessary or appropriate. The Employee will complete all assigned work according to work procedures mutually agreed upon by the Employee and [the contact person] according to guidelines and standards stated in the Employee's performance plan.

12. Employee evaluation

The evaluation of the Employee's job performance will be based on norms or other criteria derived from past performance and occupational standards consistent with these guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the Employee will be used to rate job performance and establish standards. The Employee's most recent performance appraisal must indicate fully achieved standards.

13. Records

The Employee will apply approved safeguards to protect Company records from unauthorized disclosure or damage. Work done at the telecommuting location is considered Company business. All records, papers, computer files, and correspondence must be safeguarded for their return to the primary business location.

14. Curtailment of the agreement

Specify whether the Employee may continue working for your business if the Employee no longer wishes to telecommute. Also specify the circumstances under which the telecommuting agreement will be terminated by your business (e.g., if continued participation fails to satisfy business needs) and the consequences of that termination on the worker's continued employment.

15. Performance location

The Employee agrees to limit performance of assigned duties to the primary business location or to the approved home location. Failure to comply with this provision may result in termination of the telecommuting agreement and/or other appropriate disciplinary action.

16. ATTORNEY'S FEES

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

EMPLOYEE

Signature

Signature

Print Name and Title

Print Name and Title

ATTACHMENT

The following hours and locations are agreed to in support of the Telecommuting Agreement.

Primary Business Location: _____

Telecommuting Location: _____

General Work Hours:

Day	Hours	Location (home, office, other)
-----	-------	--------------------------------

Monday:	_____ - _____	_____
---------	---------------	-------

Tuesday:	_____ - _____	_____
----------	---------------	-------

Wednesday:	_____ - _____	_____
------------	---------------	-------

Thursday:	_____ - _____	_____
-----------	---------------	-------

Friday:	_____ - _____	_____
---------	---------------	-------

Saturday:	_____ - _____	_____
-----------	---------------	-------

Sunday:	_____ - _____	_____
---------	---------------	-------

Comments (Schedule flexibility, etc.):

Phone Call Log Form

Name _____

Period _____

Date	Start Time	End Time	Regular Hrs.	Overtime Hrs.	Total Hrs.
		WEEKLY TOTALS:			

COMPANY

EMPLOYEE

Signature

Signature

Print Name and Title

Print Name and Title

WITNESS STATEMENT FORM

As anyone in business you want to offer a stimulating, creative, respectful, friendly, and fun work environment that encourages ideas, diversity of thought, hard work, uncompromising product quality, and dedication to providing good value and good service to every customer. It is important to thoroughly investigate any claim of harassment, discrimination, or violations of law or company policy. It is also important to obtain witness statements during the course of your investigation that can be used later on in a court of law if necessary. To this end, any witness statement, in order to be used in lieu of testimony, must contain a declaration under oath, pursuant to the penalty of perjury. You may also consider having the statement notarized. You should also consider consulting an attorney prior to conducting any investigation or interview.

Be sure to obtain witness statements of employees while they are still under your employ. Very often, an employee will view the facts related to a claim differently once they leave your company. Make sure to place the statement in a work product protected file created in anticipation of possible litigation. The file should be marked Confidential and not be placed with the employee's personnel file. If you are ever notified of an actual claim being filed you should immediately forward the work product file to your attorneys.

Make sure that the employee's understanding on the following subject areas is set forth: background with the alleged violator and/or claimant; background with any other essential witnesses; physical proximity to the alleged incidences; understanding as to claimant's concerns; awareness of facts, documents or persons related to the claimant's concerns; and additional facts not originally addressed by the claimant, including the facts, documents and persons related to the additional facts. You will find on the next page all the steps to write a good witness statement form.

HOW TO WRITE A WITNESS STATEMENT FORM

I, [Employee Name], hereby declare as follows:

The following is a list of subject areas that should be addressed in any Witness Statement. Use a separate paragraph for each essential fact, document or statement:

[Employee Name]

[Date of Statement]

[Employee's Title/Position]

[Date of Incident]

[Principals Involved in Incident]

[Employee's Statement Re: Relationship to Principals]

[Names of Other Essential Witnesses]

[Employee's Statement Re: Relationship with Essential Witnesses]

[Understanding as to Claimant's Concerns]

[Awareness of Facts, Documents or Persons related to Claimant's Concerns]

[Additional Facts not Originally Addressed by the Claimant, Including the Facts, Documents and Persons Related to the Additional Facts]

The following is a sample statement regarding documents or other materials used to support the witness' statement:

Attached to my Declaration as Exhibit A is a document identified as [describe the nature or title of the document] with which I am familiar in the usual course of business because [set forth the foundation of the witness regarding the document].

The following is a sample statement regarding confidentiality that should be included at the end of any witness statement:

The above statement is a complete compilation of my understanding as to those facts, documents and witnesses related to the claimants concerns as I have set them forth in the above statement. I understand that this is a confidential statement which I agree not to share with any other person including, but not limited to, fellow employees, management personnel, investigators or agencies, without the permission of this company, it's attorney, or by court order.

Finish the declaration with the following (notarization is optional):

I declare under penalty of perjury under the laws of the State of [State] that the foregoing is true and correct.

Executed this [Date], at [City], [County], [State].

Dated: _____

[Signature of Declarant]

[Name and Title]



TELECOMMUTING SITE WORKSHEET

This worksheet should be completed before setting up your employee's office space. Ideally, the adequacy of the work space must be determined between you and the employees. The success of the telecommuting arrangement depends on the assessment of the work space and the ability of your employee to successfully complete the required work in this environment.

Tasks	Yes	No
Does the space seem adequately ventilated?		
Is the space reasonably quiet?		
Are all stairs with 4 or more steps equipped with handrails?		
Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?		
Do circuit breakers clearly indicate if they are in open or closed position?		
Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?		
Are electrical outlets pronged (grounded)?		
Are aisles, doorways, and corners free of obstructions to permit visibility and movement?		
Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?		
Do chairs appear sturdy?		
Is the space crowded with furniture?		
Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?		
Is the office space neat and clean?		
Are floor surfaces clean, dry, level, and free of worn or frayed seams?		
Are carpets well secured to the floor and free of frayed or worn seams?		
Is there a fire extinguisher in the home, easily accessible from the office space?		
Is there a working (test) smoke detector within hearing distance of the work space?		
The employee agrees to arrange for an energy audit of the home by the local utility company and fire safety inspection by the local fire department within 30 days of the signing of this agreement, provided they can be accomplished free of charge.		
We agree that in our opinion this is an acceptable home office space that allows the employee a reasonable opportunity to meet the job requirements as a telecommuter.		

Comments (optional):

Site Inspected by: _____

Signature: _____

Date: _____



CHECKLIST FOR GIVING JOB PERFORMANCE FEEDBACK

Step 1. Get to the point

- The purpose for this meeting is...
- I asked you here to discuss....
- I want to spend some time discussing how you...

Step 2. State why you are having this conversation

- I have a concern about...
- A problem has occurred in...

Step 3. Describe what you know

- I saw...
- When I was told, I looked into the issue by...

Step 4. Describe the consequences of the continued behavior

- If this continues, then ...
- In looking at this situation as a customer would, it appears...

Step 5. Describe how you feel about what you know

- I am very concerned about...
- I do not think it is right that...
- I am upset that errors in the function keep occurring...

Step 6. Encourage the other party to give their side of the story

- Now, that's what I know but what is your view...
- Is that the way you saw it...
- OK, now what is your reaction?

Step 7. Ask as many questions as you need to understand the situation from the other person's perspective.

- Well, how do you know that...
- And then what happened?
- If you did that, then why did...

Step 8. Decide what specific actions must be done, when and communicate that to the other party

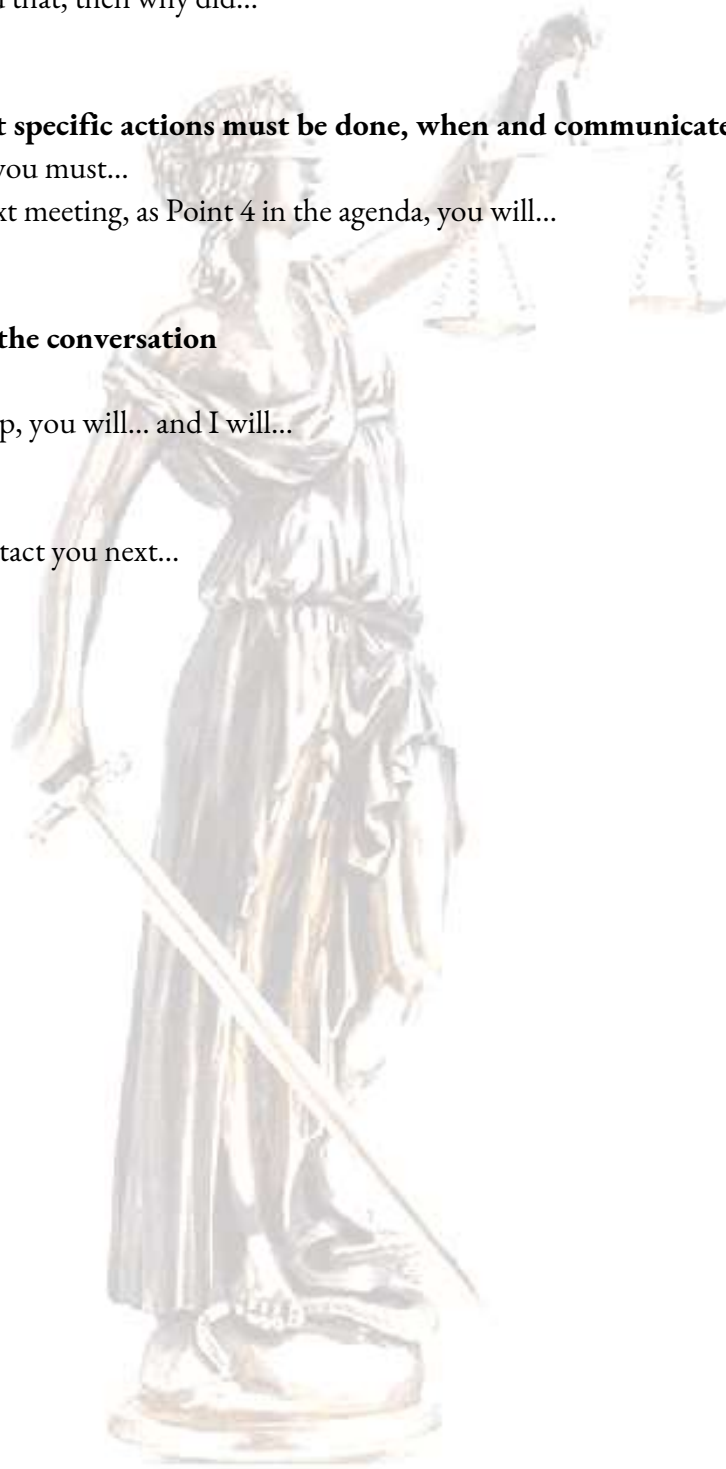
- I believe you must...
- In the next meeting, as Point 4 in the agenda, you will...

Step 9. Summarize the conversation

- Let's recap, you will... and I will...

Step 10. Follow up

- I will contact you next...



EMPLOYEE APPRAISAL FORM

Date: _____	
Name of Employee: _____	Completed By: _____
A. Most successful job accomplishments since last performance period:	
1.	_____
2.	_____
3.	_____
4.	_____
B. Key strengths of employee:	
1.	_____
2.	_____
3.	_____
4.	_____
C. Problems since last performance appraisal:	
1.	_____
2.	_____
3.	_____
4.	_____
D. Key areas that need improvement:	
1.	_____
2.	_____
3.	_____
4.	_____
E. Teamwork Ability:	
1.	_____
2.	_____
3.	_____
4.	_____

F. What Warnings, If Any, Should be Given to Employee?

- 1. _____
- 2. _____
- 3. _____
- 4. _____

G. How Would You Rate the Employee on the Following:

	Excellent	Satisfactory	Average	Below Average	Unsatisfactory
Attitude					
Initiative					
Dependability					
Work quality					
Work quantity					
Knowledge of job					
Team Play					
Organization Ability					
Judgement					
Responsibility					

H. Any other Observations?

I. Action to be taken if improvement is desired:

Plan of action	By whom	Future Dates Schedule			Review	Completion Date

J.

Overall Performance:

Excellent (90-100) _____

Average (70-74) _____

Above Satisfactory (80-89) _____

Below Average (60-69) _____

Satisfactory (75-79) _____

Unsatisfactory (under 60) _____

Has this performance appraisal been reviewed with the employee? _____ Yes _____

No



EMPLOYEE COMPLAINT FORM

Our company takes employee complaints of discrimination, harassment, unethical or unfair conduct as serious matters. So that we may properly investigate your concern, you are requested to fill out this form as completely as possible. Please use additional sheets of paper where needed. After a prompt and thorough investigation into your complaint, you will be notified of the company's intended action. Should you have any questions about the process, please set them forth at the end of this form and we'll do our best to answer them. Thank you.

Employee Name:		Title:	
Department:		Supervisor Name:	

1. Please describe in as much detail as possible the nature of your complaint. Please provide or identify all known persons, documents and witnesses to your concerns:

2. Please describe how the actions you complain about have affected your ability to perform your job:

3. Please describe any positive solutions you believe can help resolve your complaint:

4. Please provide any additional comments you wish the company to consider when investigating your complaint:

I declare that the facts set forth in this complaint form are true and accurate pursuant to the penalty of perjury under the laws of this State/Province.

Employee signature: _____

Date: _____



EMPLOYEE COMPLIANCE SURVEY

As everyone at the company knows we live in a very litigious society. So that the company does not have to face the time, expense, emotion and loss of productivity that comes with lawsuits, every few months or so we make sure our employees are familiar with company policies related to discrimination, harassment, ethics and other compliance areas. By using this survey we can help create an environment of respect and responsibility at this company that will benefit us all.

We are committed to eliminating wrongful conduct. As you know, it is never in a company's best interest to have it's managers or employees violate any laws, policies or ethical standards. When properly used, this survey will allow our company to be more competitive and to maintain trust within the workplace. Should you have any suggestions or comments regarding this survey, we would like to know about them.

Please help us by the answering the following questions:

Do you understand the company policies prohibiting harassment, discrimination safety and ethical violations?

Yes No

Comments:

Are you aware of, have you witnessed, or been a victim of, the violation of any company policy, including those prohibiting harassment, discrimination, safety or ethical violations?

Yes No

Comments:

Would you like to speak to someone about a harassment, discrimination, safety, ethical or any other issue you feel needs to be addressed?

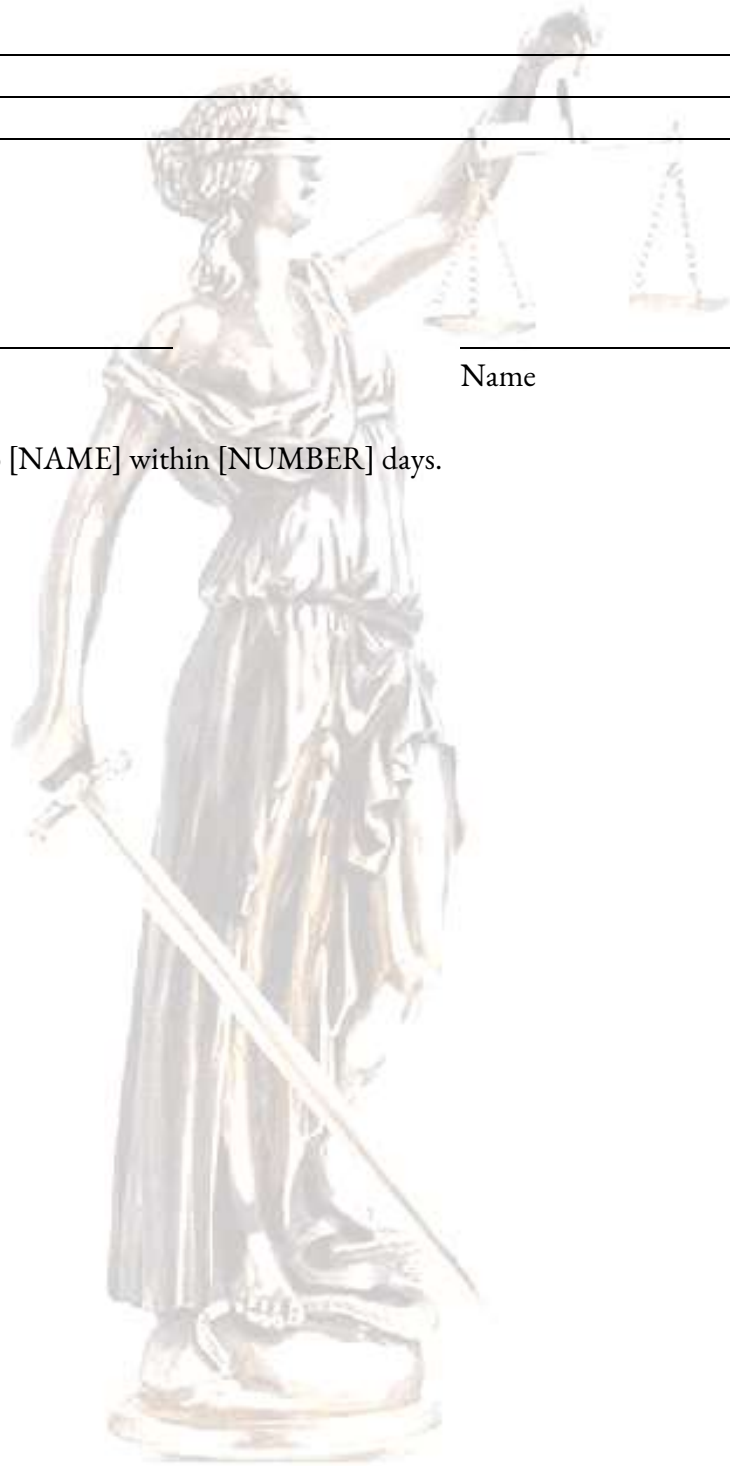
Yes No

Comments:

Signature

Name

Please return this form to [NAME] within [NUMBER] days.



EMPLOYEE SATISFACTION SURVEY

This is a survey for the employees of [name of company] (the “Company”). This survey is intended to give the management of the Company guidance as to improve the workplace environment. This survey is to be answered anonymously.

1. Ratings

Please give your assessment of the Company on the following matters by circling one of the numbers from one to ten (one being awful, and ten being great).

Compensation to employees	1	2	3	4	5	6	7	8	9	10
Opportunity for advancement	1	2	3	4	5	6	7	8	9	10
Benefits	1	2	3	4	5	6	7	8	9	10
Friendly work environment	1	2	3	4	5	6	7	8	9	10
Training	1	2	3	4	5	6	7	8	9	10
Performance evaluation	1	2	3	4	5	6	7	8	9	10
Supervision	1	2	3	4	5	6	7	8	9	10
Culture	1	2	3	4	5	6	7	8	9	10
Job security	1	2	3	4	5	6	7	8	9	10
Flexibility in performing job	1	2	3	4	5	6	7	8	9	10
Overall satisfaction with job	1	2	3	4	5	6	7	8	9	10

2. Employee Morale

A) How would you describe general employee morale? _____

B) Do you have any specific recommendations to improve employee morale? _____

3. Guidance

A) Are you given enough guidance to perform your job? _____

B) Are you given enough feedback on your work? _____

C) How would you change the procedure for performance appraisals? _____

4. Training

A) What additional training of employees, if any, would be beneficial? _____

5. Technology

A) What additional technology do you believe would be beneficial for the Company? _____

6. Benefits

A) What benefits that the Company offers do you find valuable? _____

B) What additional benefits would you like to see the Company offer? _____

7. Flexibility

A) Are you given enough flexibility to perform your job? _____

B) What additional flexibility do you think would be valuable to help you perform your job better?

8. Supervisor

A) Are you adequately supervised? _____

B) Is your supervisor fully aware of your concerns? _____

C) How would you improve any supervisory procedures? _____

8.

9. Profitability

A) Do you have any suggestions to improve the profitability of the Company? _____

10. Miscellaneous

A) Is there anything else that you believe needs change or improvement in the Company? _____

NEW EMPLOYEE SURVEY

As you're probably aware, one of the best sources of knowledge and innovation comes from new employees. We want to know what you've learned about our company and how you think it can be improved. Please use extra paper where needed.

Background	
Name:	Position Title:
Date of Hire:	Current Department:
Job Description	
Please describe in your own words the three most important things you do in your job:	
1.	
2.	
3.	
Do you feel that your job title is properly named: <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No," what should it be?	
Name the three <i>most</i> enjoyable aspects of your job	
1.	
2.	
3.	
Name the three <i>least</i> enjoyable aspects of your job	
1.	
2.	
3.	
Hiring Process	
Was the job accurately described during the hiring process? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Comment:	
What improvements can be made in the company's hiring process so that we can hire better employees?	
Orientation and Training	
How can the company improve the orientation process which introduces new employees to the company's operations, personnel, products and services?	

What can the company do to provide you with skills training so that you can excel at your job?
Would you be interested in cross training in another department? <input type="checkbox"/> Yes <input type="checkbox"/> No
If so, please state job position you would be interested in training for:
Wage and Hour Issues
Is anything unclear about wage or hour issues (pay, overtime, vacation, missed time from work, sick days, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No
If so, please indicate any questions that you have.
Company Policies and Procedures
Are you unclear about any company policies or procedures as set forth in the employee handbook or by your supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No
If so, please indicate any questions you may have:
Comments
If you are aware of any possible improvements to the way we run our business, please give us your comments or suggestions:
<i>Thank you!</i>
Signature: _____ Date: _____

PEER IMPROVEMENT FORM

One of this company's key values is constant improvement. By communicating and sharing the knowledge that all of us have regarding our jobs, clients, customers and other stakeholders, we can learn from each other to create a long-term profitability and a pleasant, even exciting work environment.

This form asks how a fellow employee can improve their value to this company, and likewise how you or the company can improve your value to that employee. A full range of subject areas are covered. After the subject area headings, you will be given an example of some of the sub-categories that can be considered in formulating your response. Do not consider this a limitation, but merely as an example. Some areas may have little or no application to the employee being reviewed.

For each of the subject areas listed, please indicate how the employee, company, or you can improve or add value to this employee's performance in that particular subject area. For example, you may say that John can "improve his communication skills by listening better and by speaking louder, especially during group meetings." Or, you may say that John, who is an engineer, can improve his customer services skills by "establishing a better relationship with the sales team by having monthly meetings." Or you may say that "John can help bring in new clients by giving speeches on how to protect computer access." In the last example, you may also add that "the company can support John's effort by allowing him to use some of the audio-visual equipment maintained by the sales department."

Be honest, positive, understanding and most of all, think about how the employee can improve. Try not to be vague. Cite specific suggestions and examples. If you believe the employee has shortcomings, focus on the conduct, not on the person.

Should you have any questions about the use of this form, please don't hesitate to contact your supervisor or the human resources department. You are to turn in this form within two weeks from today.

Reviewer's Name:	
Reviewer's Position:	
Employee Name:	
Employee Position:	
Length of Exposure to Employee's Work Performance:	

Describe what you consider to be the 3 most important functions of the employees' job:

1	
2	
3	

HOW CAN THIS EMPLOYEE IMPROVE IN THE FOLLOWING AREAS:

1. CUSTOMER SERVICE	(Focus on customer needs, problem solving, exceeding customer expectations)
2. QUALITY CONTROL	(Accuracy, neatness, thoroughness, precision, exceeds quality benchmarks, seeks constant improvement)
3. PRODUCTIVITY & PROFITABILITY	(Quantity of work, time and resource management, adaptability, flexibility, ability to meet deadlines)
4. INDEPENDENCE	(Ability to seek out solutions, seeks new assignments, adaptable to change, initiative)
5. JOB KNOWLEDGE/ SKILLS	(Technical knowledge, hands on skills, use of computer hardware and software, understanding of relationship to the overall company systems)

6. CREATIVITY, INNOVATION & PROBLEM SOLVING	(Creates and improves processes and systems, lateral thinking ability, win-win solutions)
7. INTERPERSONAL RELATIONS	(Communication skills, writing, presentation, meeting skills, writing, presentation, team , listening and meeting skills, availability, openness, interrelations with all stakeholders and members of your team, respect for privacy)
8. INTERDEPARTMENTAL RELATIONS	(Are there any other teams or departments that the employee can interact with better?)
9. SUPERVISION SKILLS	(Knowledge of subordinate's jobs, delegation, planning, the management of people and systems)
10. LEADERSHIP ABILITY	(Trust, responsibility, vision, integrity)

MISCELLANEOUS QUESTIONS:

1. If you did a peer appraisal for this employee last year, how do you feel this employee improved their overall performance since that time?

2. How can you help this employee improve their performance?

3. What additional resources, tools or training do you believe the employee needs in order to improve their performance?

I hereby certify that the information that I have provided is true and accurate to the best of my knowledge.

Signature

Date

PERFORMANCE EVALUATION

Employee:		Date Hired:		
Job Title:		Salary:	Date Of Review:	
Next:				
Evaluation Of Performance	Strength/ Weakness	Comments		
Team Player				
Meets Deadlines				
Organizational Skills				
Communication Skills				
Leadership Ability				
Interaction With Co-workers				
Attendance				
Quality Of Work				
Employers' Comments				
Goals				

[Empty rectangular box for signature or name]

Signature of Interviewer

Name

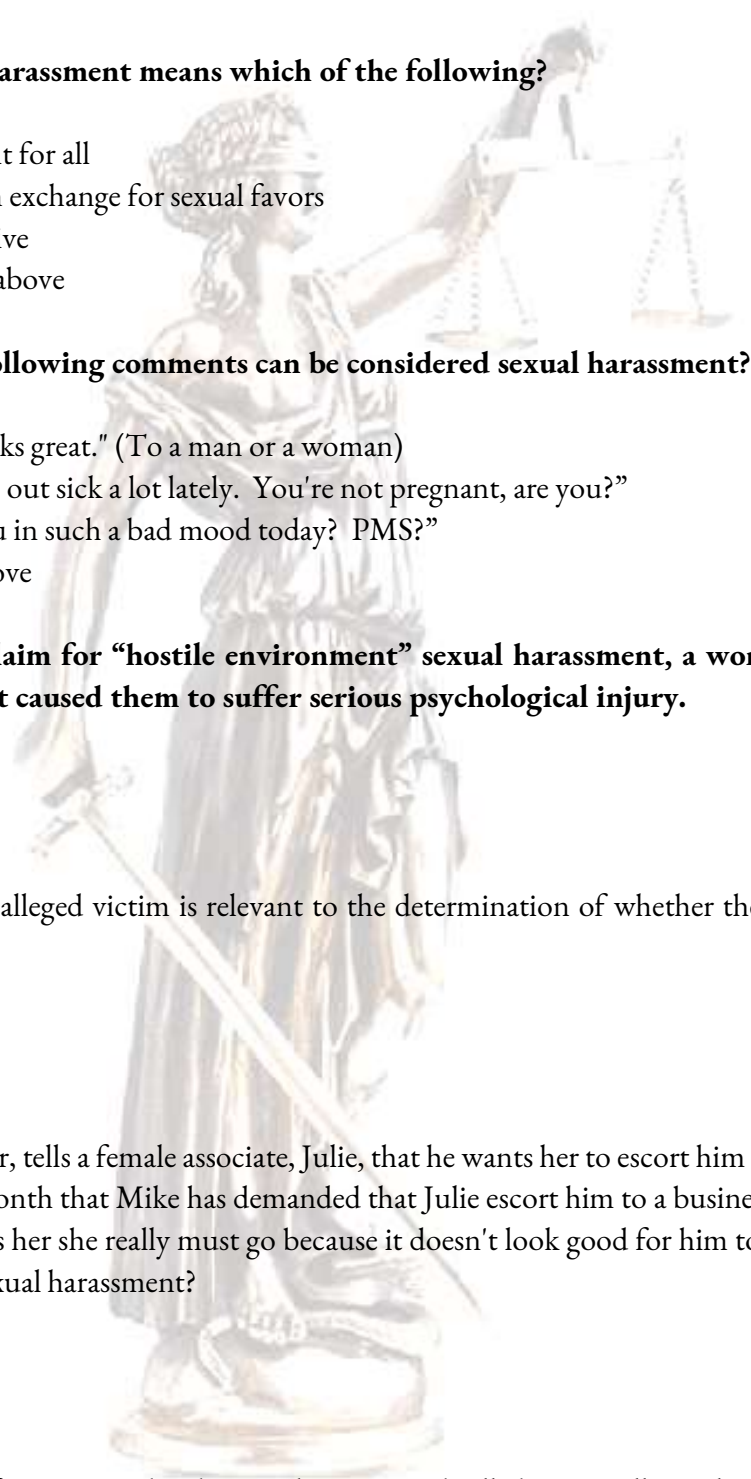


SELF-EVALUATION

Please answer the following questions by checking the appropriate box. It's important that you question yourself, assess your performance and give honest responses. After you have finished answering each question, total the number of checked boxes in each column. Multiply the total of each column by the severity factor for that category. Add together the total of each column. This is your evaluation score. The higher the score, the better your understanding is of our company, its structure and your role in it. Remember this questionnaire is strictly confidential and no one will judge you based on the information it contains.

QUESTIONS	Below Average	Adequate	Above Average	Superior
	X 1	X 2	X 3	X 4
I know what the responsibilities of my job are.				
I know who my supervisor is and what he or she is responsible for.				
I feel my workload is too heavy.				
I feel I can discuss my problems with my superior.				
I know what my benefits are.				
I feel that I am a part of a productive work team.				
I always know what my daily and weekly goals are.				
I know what the long-term goals of the company are.				
I know what the organizational structure of the company is.				
I feel I have had enough training to perform my job.				
Total the number of responses in each column				
Multiply answers by each column's severity factor				
TOTAL				

SEXUAL HARASSMENT I.Q. TEST

- 
- 1. Quid pro quo harassment means which of the following?**
 - a) Fair treatment for all
 - b) Something in exchange for sexual favors
 - c) Live and let live
 - d) None of the above
 - 2. Which of the following comments can be considered sexual harassment?**
 - a) "Your ass looks great." (To a man or a woman)
 - b) "You've been out sick a lot lately. You're not pregnant, are you?"
 - c) "Why are you in such a bad mood today? PMS?"
 - d) All of the above
 - 3. In order to file a claim for "hostile environment" sexual harassment, a worker must demonstrate that the harassment caused them to suffer serious psychological injury.**
 - a) True
 - b) False
 - 4. The behavior of the alleged victim is relevant to the determination of whether the work environment was "sexually hostile."**
 - a) True
 - b) False
 - 5. Mike, a senior partner, tells a female associate, Julie, that he wants her to escort him to a client dinner. This is the third time in a month that Mike has demanded that Julie escort him to a business-related function. Julie objects but Mike tells her she really must go because it doesn't look good for him to go without a date. Can this be considered sexual harassment?**
 - a) Yes
 - b) No
 - 6. Marcy's boss Bob often approaches her workstation and tells her sexually explicit jokes. Marcy does not personally consider Bob's conduct offensive, but other "reasonable" women certainly would. Can Marcy state a claim for sexual harassment?**

- a) Yes
- b) No

7. Carla works with Marcy and Bob, and sits in the workstation next to Marcy. Although Bob directs his conversation to Marcy, Carla can easily overhear the sexually explicit jokes. She finds them offensive and becomes uncomfortable whenever she sees Bob approach Marcy's desk. Can Carla state a claim for sexual harassment?

- a) Yes
- b) No

8. Bob, who owns a small printing company is sued by his former receptionist Tina, who claims she was harassed by a fellow employee. Bob knew nothing about this before the lawsuit. Can Bob's company be held personally liable for any damages awarded to Tina?

- a) Yes
- b) No

9. A harasser can be which of the following?

- a) Supervisor
- b) Co-worker
- c) Customer
- d) Contract employee
- e) All of the above

10. Conduct considered to be sexual harassment can come in which of the following forms?

- a) Physical touching
- b) Letters and gifts
- c) Posters and calendars
- d) E-mail
- e) All of the above

ANSWER KEY

- 1. B** Quid pro quo harassment can include everything from the “casting couch” to subtle implications or promotion of favoritism in exchange for sexual favors.
- 2. D** Many individuals, courts and juries will differ on whether or not these statements constitute sexual harassment. The point is, there are no hard and fast guidelines. Sexual harassment is viewed from a “reasonable woman” standard, and is open to wide interpretation.
- 3. B** In a recent U.S. Supreme Court case, the court ruled that it was not necessary for a plaintiff to claim serious psychological injury to support a sexual harassment claim.
- 4. A** The answer is true. The victim’s behavior is viewed from a “reasonable woman standard.” For example, if a claimant “overreacts” to an item that she considers to be sexually hostile, she cannot claim discrimination if it is “unreasonable” for her to do so.
- 5. A** This can be considered sexual harassment if Julie had a reasonable belief that Mike was interested in her and to refuse could result in negative consequences related to her job. If an employee’s job requires after work client contact, meetings and dinners, state that specifically in their job description.
- 6. B** Marcy cannot claim sexual harassment because she was not offended by Bob’s conduct.
- 7. A** The fact that Bob’s conversation was intended solely for Marcy does not insulate the company from a claim by Carla.
- 8. A** Companies can be held responsible for sexual harassment even if they did not know about it! The amount of exposure will differ considerably based on efforts made to avoid sexual harassment in the first place.
- 9. E** Sexual harassers come in all forms, shapes and sizes. For example, a company which allows its customers or vendors to constantly flirt with the receptionist, despite her having expressed her discomfort with the activity, can open itself up to a sexual harassment claim.
- 10. E** Sexual harassment can come in any form. The only issue is whether or not it is considered to be offensive, severe, pervasive, etc., by a “reasonable woman” standard.

SUPERIOR IMPROVEMENT FORM

One of this company's key values is constant improvement. By communicating and sharing the knowledge that all of us have regarding our jobs, clients, customers and other stakeholders, we can learn from each other to create a long-term profitability and a pleasant, even exciting work environment.

This form asks how your supervisor can improve their value to this company, and likewise how you or the company can improve your value to that supervisor. A full range of subject areas are covered. After the subject area headings, you will be given an example of some of the sub-categories that can be considered in formulating your response. Do not consider these as limitations, but merely as an example. Some areas may have little or no application to the supervisor being reviewed.

For each of the subject areas listed, please indicate how your supervisor, company, or you can improve or add value to that particular subject area. For example, you may say that John can "improve his communication skills by listening better and by speaking louder, especially during group meetings." Or, you may say that John, who is an engineer, can improve his customer service skills if he "establishes a better relationship with the sales team by having monthly meetings." Or you may say that "John can help bring in new clients by giving speeches on how to protect computer access." In the last example, you may also add that "the company can support John's effort by allowing him to use some of the audio-visual equipment maintained by the sales department."

Be honest, positive, understanding and most of all, think about how your supervisor can improve. Try not to be vague. Cite specific suggestions and examples. If you believe your supervisor has shortcomings, focus on their conduct, not on the person.

Should you have any questions about the use of this form, please don't hesitate to contact the human resources department. You are to turn in this form within two weeks from today.

Reviewer's Name:	
Reviewer's Position:	
Supervisor's Name:	
Supervisor's Position:	
Length of Exposure to Supervisor's Work Performance:	

Describe what you consider to be the 3 most important functions of your supervisor's job:

1.	
2.	
3.	

How can your supervisor improve in the following areas:

1. CUSTOMER SERVICE	(Focus on customer needs, problem solving, exceeding customer expectations)
2. QUALITY CONTROL	(Accuracy, neatness, thoroughness, precision, exceeds quality benchmarks, seeks constant improvement)
3. PRODUCTIVITY & PROFITABILITY	(Quantity of work, time and resource management, adaptability, flexibility, ability to meet deadlines)
4. INDEPENDENCE	(Ability to seek out solutions, seeks new assignments, adaptable to change, initiative)
5. JOB KNOWLEDGE/ SKILLS	(Technical knowledge, hands on skills, use of computer hardware and software, understanding of relationship to the overall company systems)
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7. INTERPERSONAL RELATIONS	(Communication skills, writing, presentation, meeting skills, listening, availability, openness, interrelations with

	all stakeholders and members of your team, respect for privacy)
8. INTERDEPARTMENTAL RELATIONS	(Are there any other teams or departments that your supervisor can interact with better?)
9. SUPERVISION SKILLS	(Knowledge of subordinate's jobs, delegation, planning, the management of people and systems)
10. LEADERSHIP ABILITY	(Trust, responsibility, vision, integrity)

MISCELLANEOUS QUESTIONS:

1. If you did a peer appraisal for this supervisor last year, how do you feel this supervisor improved their overall performance since that time?

2. How can you help your supervisor improve their performance?

3. What additional resources, tools or training do you believe your supervisor needs in order to improve their performance?

I certify that the information provided above is true and accurate to the best of my knowledge.

Signature

Date



ASSIGNMENT FOR DEED

This Assignment for Deed (the "Assignment") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PURCHASER NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. If the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on the Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the Purchaser, in fee simple, clear of all encumbrances whatever, by a good and sufficient Warranty Deed, with release and waiver of the right of homestead and dower, the following described real estate in the state of [STATE/PROVINCE], to wit:

2. The Purchaser hereby covenants and agrees to pay to the Seller the sum of in the manner following:

With interest at the rate of [%] per annum payable [monthly, annually] on the whole sum remaining from the time to time unpaid, and to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said real estate, subsequent to [.

3. In case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants on the Purchaser's part hereby made and entered into, this agreement shall, at the option of the Seller, be forfeited and all sums theretofore received shall be retained by the Seller in full satisfaction and in liquidation of all damages by the Seller sustained, and the Seller shall have the right to reenter and take possession of the premises aforesaid.

4. Purchaser shall maintain insurance on said real estate in an amount and of a type approved by the Seller.

5. Seller warrants to Purchaser that no notice from any city, village, or other governmental authority of any dwelling code violation has heretofore been issued and received by the owner or his/her agent with respect to any dwelling structure on the said real estate.

6. The time of payment shall be the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SELLER

PURCHASER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ASSIGNMENT OF DEED OF TRUST

This Assignment of Deed of Trust (the "Assignment") is made and effective [DATE],

BETWEEN: [TRUSTOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TRUSTEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

FOR VALUE RECEIVED, the undersigned Trustor hereby grants, assigns and transfers to Trustee all beneficial interest under that certain Deed of Trust, dated [DATE], executed by Trustor, to Trustee, and recorded as Instrument [number] on [date] in [BOOK, PAGE], of Official Records in the State Recorder's office of [STATE/PROVINCE], describing [LAND/REAL PROPERTY] therein as:

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TRUSTOR

TRUSTEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

DEED GRANTING EASEMENT

This Deed Granting Easement (the "Agreement") is made and effective [DATE],

BETWEEN: [GRANTOR NAME] (the "Grantor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [GRANTEE NAME] (the "Grantee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

1. The Grantor is the owner in fee simple of [it may be convenient to add "delineated on the annexed plan" and insert a plan of the land]. The Grantee is the owner in fee of [another or adjoining] parcel of land, described as [SET FORTH LEGAL DESCRIPTION].
2. The Grantee is desirous of [DESCRIBE] and the Grantor has agreed, in consideration of [AMOUNT] [or state other consideration] paid by the Grantee, the receipt of which by the Grantor is acknowledged, to grant to the Grantee an easement for [SPECIFY].
3. In consideration of [AMOUNT or other consideration] paid by the Grantee to the Grantor, the Grantor grants to the Grantee, his [her] heirs and assigns, full and free right and authority to [DESCRIBE].
4. The Grantee covenants with the Grantor that its heirs or assigns, will [DESCRIBE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GRANTOR

GRANTEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

DEED IN LIEU OF FORECLOSURE

This Deed in Lieu of Foreclosure (the "Agreement") is made and effective [DATE],

BETWEEN: [GRANTOR NAME] (the "Grantor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [GRANTEE NAME] (the "Grantee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee the following described real property in the State of [STATE/PROVINCE].

[DESCRIPTION OF PROPERTY]

This deed is an absolute conveyance, the Grantor having sold the above-described real property to the Grantee for a fair and adequate consideration, such consideration being full satisfaction of all obligations secured by the deed of trust heretofore executed by Grantor. Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this deed between Grantor and Grantee with respect to the above-described real property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GRANTOR

GRANTEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

MORTGAGE DEED

This Mortgage Deed (the "Agreement") is made and effective [DATE],

BETWEEN: [BORROWER NAME] (the "Borrower"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LENDER NAME] (the "Lender"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Mortgage is given by Borrower to Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of [AMOUNT] together with interest thereon computed on the outstanding balance, [AMOUNT] all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of [ADDRESS].

[Attach Property Description]

TERMS

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for [NUMBER] days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.
9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under the laws of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

BORROWER

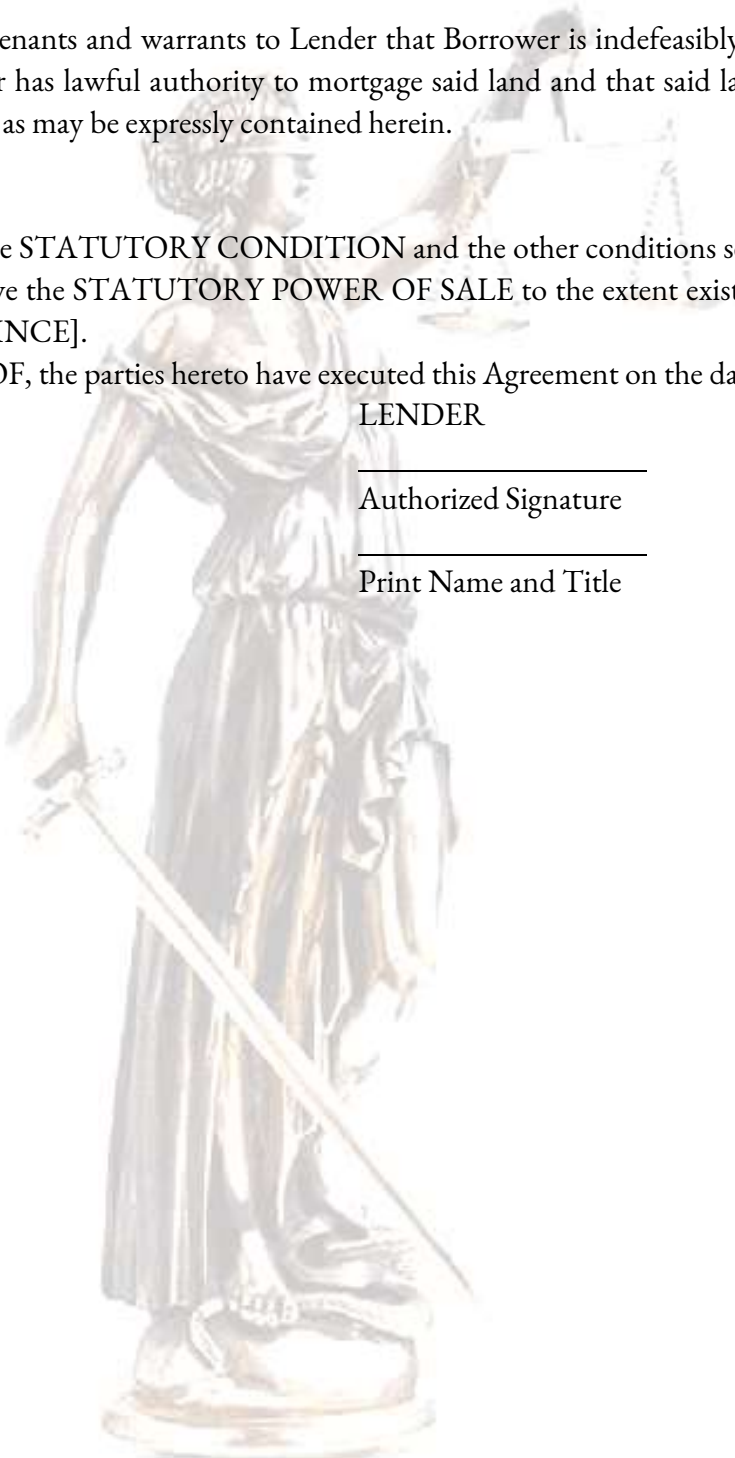
LENDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)



QUIT CLAIM DEED

This Quit Claim Deed (the "Agreement") is made and effective [DATE],

BETWEEN: [GRANTOR NAME] (the "Grantor") corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [GRANTEE NAME] (the "Grantee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

For and in consideration of [AMOUNT], Grantor grants to Grantee all that real property situated in [CITY] in the state of [STATE/PROVINCE] bounded and described as follows:

[legal description of real property]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GRANTOR

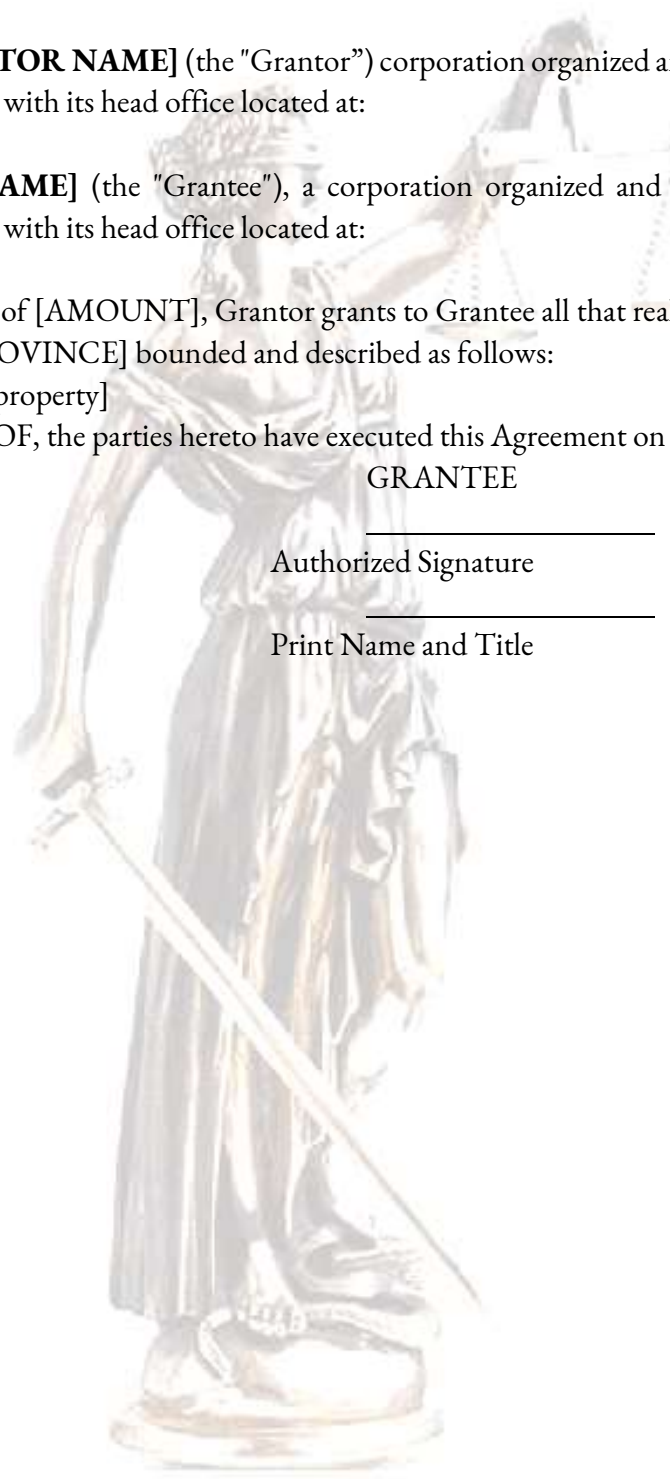
GRANTEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



TRANSFER OF TITLE WARRANTY DEED

This Transfer of Title Warranty Deed (the "Agreement") is made and effective [DATE],

BETWEEN: [GRANTOR NAME] (the "Grantor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [GRANTEE NAME] (the "Grantee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

TERMS

Title to property shall be transferred and given by seller to purchaser on the close of this transaction by general warranty deed [IDENTIFY], with the usual covenants of title, with title to the property being free and clear of all liens and possessions except as otherwise provided in this contract, with documentary transfer stamps in the proper amount attached to the deed.

[DESCRIPTION OF PROPERTY]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GRANTOR

GRANTEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

WARRANTY DEED

This Warranty Deed (the "Agreement") is made and effective [DATE],

BETWEEN: [GRANTOR NAME] (the "Grantor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [GRANTEE NAME] (the "Grantee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good consideration, Grantor hereby bargain, deed and convey to Grantee the land legally described as [describe], free and clear with Warranty.

COVENANTS

Grantor, for itself and its heirs, hereby covenants with Grantee, its heirs, and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that it has a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute and instrument necessary for the further assurance of the title to the premises that may be reasonably required; and that Grantor and its heirs will forever warrant and defend all of the property so granted to Grantee, its heirs, against every person lawfully claiming the same or any part thereof.

Being the same property conveyed to the Grantor by deed of [date].

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [place of execution] on the date indicated below.

GRANTOR

GRANTEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)

POWER OF ATTORNEY

ATTORNEY APPROVAL

This Attorney Approval (the "Agreement") is made and effective [DATE],

BETWEEN: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW THEREFORE, it is further agreed by and between the parties hereto as follows:

TERMS

That their respective attorneys may approve and make modifications, other than price and dates, mutually acceptable to the parties. Approval will not be unreasonably withheld but, if within [NUMBER] business days after the date of this contract it becomes evident agreement cannot be reached by parties hereto, and written notice thereof is given to either party within the time specified, then this contract shall become null and void, and all the monies paid by the Buyer shall be refunded.

IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN; THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

BUYER

SELLER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

GENERAL POWER OF ATTORNEY

This General Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

KNOW ALL MEN BY THESE PRESENTS, that this Power of Attorney is given by Client to Attorney and that the Client hereby appoints Attorney to be its attorney and to do in its name and on its behalf anything that the Client can lawfully do by an attorney, including but not limited to;

1. To ask, demand, sue for, recover, collect, and receive all sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, and demands of every type that are now or may later become due, owing, payable or belonging to Client and have, use, and take all lawful ways and means in Client's name or otherwise for the recovery thereof, by attachments, arrest, distress, or otherwise, and to compromise and agree for them and acquaintances or other sufficient discharges for them;
2. For Client and in its name, to make, seal, and deliver, to bargain, contract, agree for, purchase, receive, and take lands, and tenements, and accept the possession of all lands, and all deeds and other assurances, in the law therefore, and to lease, let, demise, bargain, sell, release, convey, mortgage, and hypothecate lands, and tenements on the terms and conditions and under the covenants as Attorney thinks fit;
3. Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of every nature and kind;
4. And also for Client and in its name, and as Client's act and deed, to sign, seal, execute, deliver, and acknowledge the deeds, leases, mortgages, hypothecations, contracts, charter, bills of lading, bills, bonds, notes, receipts, evidence or debt, releases and satisfaction of mortgage, judgments and other debts, and other instruments in writing of every kind and nature that may be necessary or proper in the premises;
5. GIVING AND GRANTING to the Attorney in fact full power and authority to do and person every act necessary, requisite, or proper to be done as fully as Client might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the Attorney in fact may lawfully do or cause to be done by virtue of this Power of Attorney.

All power and authority granted in this power of attorney will automatically terminate on [date] unless sooner revoked by me.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)



LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

KNOW ALL MEN BY THESE PRESENTS, that this Power of Attorney is given by Client to Attorney and that the Client hereby appoints Attorney to be its attorney and to do in its name and on its behalf anything that the Client can lawfully do by an attorney, including but not limited to;

1. General Grant of Power

To exercise or perform any act, power, duty, right or obligation whatsoever that Client now has or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by Client, including, without limitation, the following specifically enumerated powers. Client grants to Attorney full power and authority to do everything necessary in exercising any of the powers granted here as fully as Client might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that Attorney shall lawfully do or cause to be done by virtue of this power of attorney and the powers granted here.

2. Collection Powers

To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, Client or in which Client has or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in Client's name for the collection and recovery of them, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for Client, on its behalf, and in its name, all endorsements, releases, receipts, or other sufficient discharges for the same.

3. Real Property Powers

To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey, mortgage and hypothecate real estate and any interest in it (and including any interest which Client holds with any other person as joint tenants with full rights of survivorship, or as tenants by the entireties), lands, tenements and hereditaments, for such price, upon such terms and conditions, as Attorney shall determine.

4. Personal Property Powers

To bargain, contract, agree for, purchase, option, acquire, receive, improve, maintain, repair, insure, safeguard, lease, assign, sell, exchange, redeem, transfer, hypothecate and in any and every way and manner deal in and with goods, wares, merchandise, furniture and furnishings, automobiles, bills, notes, debentures, bonds, stocks, limited partnership interests, certificates of deposit, commercial paper, money market instruments, and other securities,

choses in action and other tangible or intangible personal property in possession, for such price, upon such terms and conditions, as Attorney shall determine.

5. Gift Power

To make gifts of any kind, provided, however, that the aggregate of all gifts to one donee other than a charitable donee, in any one year shall not exceed Client's federal gift tax annual exclusion for the year in which the gifts are made, and this authority shall be non-cumulative.

6. Contract Powers

To make, do, and transact every kind of business of whatever nature, and also for Client and in its name, and as its act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate, deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidence of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as Client might do if done in its own capacity.

7. Banking Powers

To make, draw, sign in Client's name, deliver and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, checking or savings account which Client may have in its sole name or in joint name with its spouse or other person(s), in any bank or financial institution, for any purpose which Attorney may think necessary, advisable or proper; and to endorse and negotiate in its name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking or savings account which Client may have in its sole name or in joint name with its spouse or other person(s), in any bank or financial institution; and to carry on all its ordinary banking business.

8. Tax Returns

To prepare, execute and file reports, returns, declaration, forms and statements for any and all tax purposes including income, gift, real estate, personal property, intangibles tax, single business tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty or additions to make and file objections, protests, claims for abatement, refund or credit in relation to any such tax proposed, levied or paid; to represent Client and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for recovery of any amount paid in respect of any such tax, to defend or settle any amount

paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher; to pay any and all such taxes and any interest, penalty or other additional amounts, to employ attorneys, accountants or other representatives and grant powers of attorney or letters of appointment for any of the purposes stated above.

9. Safe Deposit Box

To have access to any safe deposit box of which Client is a tenant or cotenant with full power to withdraw or change from time to time the contents of it; and to exchange or surrender the box and keys to it, renew any rental contract for it, and to do all things which any depository, association or bank or Attorneys may require, releasing the lessor from all liability in connection with it.

10. Employ Agents

To employ and compensate agents, accountants, attorneys, real estate brokers and other professional assistance and to retain and compensate such persons for services rendered; to waive any attorney-client privilege.

11. Motor Vehicles

To apply for a Certificate of Title upon, and endorse and transfer title, for any automobile, or other motor vehicle, and to represent in such transfer assignment that the title to the motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

12. Settlement Powers

To adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands, disputes or matters which are now subsisting or may hereafter arise between Client or its Attorney and any other person or persons, or in which any property, right, title, interest or estate belonging to or claimed by Client may be concerned.

13. Legal Actions

To commence, prosecute, enforce or abandon, or to defend, answer, oppose, confess, compromise or settle all claims, suits, actions, or other judicial or administrative proceedings in which Client is or may hereafter be interested, or in which any property, right, title, interest or estate belonging to, coming to or claimed by Client may be concerned.

14. Dividends

To receive all dividends which are or shall be payable on any and all shares of stock in any corporation which may stand in Client's name on the books of such corporation or to which Client may be, in equity or otherwise, beneficially entitled; or to elect to reinvest such dividend, all as Attorney may deem appropriate.

15. Vote Stock

To vote at all stockholder meetings of corporations and otherwise to act as Client proxy or representative in respect of any shares now held or which may hereafter be acquired by Client and for that purpose to sign and execute any proxies or other instruments in its name and on its behalf.

16. Transfer Stock

To sell, assign, transfer, and deliver all and any shares of stock standing in Client's name on the books of any corporation, or to which Client may be, in equity or otherwise, beneficially entitled, and for the purpose to make and execute all necessary acts of assignment and transfer.

17. Insurance and Employee Benefit Plans

To redeem, surrender, borrow, extend, cancel, amend, pledge, alter or change, including change of beneficiary of any insurance policies in which Client may have an interest, as Attorney may deem proper and expedient, and for such purpose to sign and execute any documents, affidavits or forms required in Client's name and on its behalf, except however, Attorney shall have no power and authority over life insurance policies Client may own on Attorney's life; and to exercise all powers and options involving retirement programs, compensation plans, pension, profit sharing and other employee benefit plans.

18. Social Security and Government Benefits

To make application to any governmental agency for any benefit or government obligation to which Client may be entitled; to endorse any checks or drafts made payable to Client from any government agency for its benefit, including any Social Security checks.

19. Business Interests

To continue to conduct or participate in any business in which Client may be engaged or to carry out, modify or amend any agreement to which Client may be a party, and to sell, exchange, modify or terminate such interest to or with such person or persons as Attorney may deem proper and on such terms and with such security as Attorney may deem appropriate; execute partnership agreements, and amendments; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and Attorneys; carry out the provisions of any agreement for the sale of any business interest or the stock in it.

20. Borrow

To borrow from time to time such sums of money and upon such terms as Attorney may think expedient for or in relation to any purpose or object which Attorney may deem proper or expedient, unsecured or upon the security of any of Client's property, whether real or personal or otherwise, and for such purpose to give, execute in its name, deliver, and acknowledge promissory notes and/or renewals of, mortgages, pledges and guaranties with such powers and provisions as Attorney may think proper or requisite.

21. Debts and Expenses

To pay, compromise, and settle any and all bills, loans, notes or other forms of indebtedness owed by Client at the present time, or which may be owed by Client or incurred by Attorney for Client benefit at any time in the future, and to incur and pay from any of Client's assets or property all reasonable expenses in connection with the control, management, and supervision of Client's property and the maintenance, support, care, and comfort of Client, including reasonable compensation for the services of professionals, and including the fees and charges of such attorneys, accountants or others as Attorney may, in the exercise of discretion, employ in the management of any of Client's affairs.

22. Investments

To invest and reinvest in loans, stocks, bonds, including bonds purchased at a discount but redeemable at face value, securities, real estate, life insurance, annuities or endowment policies or combinations of them, or in any other investment which Attorney may deem proper; to reduce the interest rate at any time and from time to time on any mortgage or land contract; to deal with and give instructions to any brokerage firm with respect to the purchase, sale or other disposition of securities and other assets, add assets to or withdraw assets from any account in Client's name, and sign any representation, certification or agreement, including agreements regarding margin, option trading, or commodities accounts, that Attorney deems advisable.

23. Restrictions on Attorney's Powers

- a. Attorney cannot execute a will or codicil on Client's behalf.
- b. Attorney cannot execute any trust on Client's behalf, however, Attorney can enter into a custodial agreement with a bank with trust powers.
- c. Attorney cannot divert Client's assets to itself, its creditors or its estate.
- d. Attorney shall not exercise, and shall not be vested with any incidents of ownership as to insurance policies insuring Attorney's life, owned by Client.
- e. Attorney is a fiduciary, possessing no general or limited power of appointment.
- f. Attorney shall not exercise any powers which Client received from Attorney in a fiduciary capacity, and Attorney shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in Attorney's estate for the purposes of the federal estate tax or the [%] inheritance tax.

24. Interpretation and Governing Law

This instrument is to be construed and interpreted as a general durable Power of Attorney. The enumeration of specific powers here is not intended to, nor does it, limit or restrict the general powers granted here to Attorney. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. This instrument is executed and delivered in the state of [STATE/PROVINCE], and the laws of the state of [STATE/PROVINCE] shall govern all questions as to the validity of this power and the construction of its provisions.

25. Third-Party Reliance

Third parties may rely upon the representation of Attorney as to all matters relating to any power granted to Attorney, and no person who may act in reliance upon the representations of Attorney or the authority granted to Attorney shall incur any liability to Client or its estate as a result of permitting Attorney to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney, Client warrants that, if this power of attorney is revoked by Client or otherwise terminated, Client will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of Attorney prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind Client's heirs, devisees and personal representatives.

26. Disability of Principal

This power of attorney shall not be affected by Client's disability. The authority of Attorney shall be exercisable notwithstanding Client's later disability or incapacity or later uncertainty as to whether Client is alive. Any act done by Attorney during any period of Client's disability or incompetency or during any period of uncertainty as to whether Client is alive shall have the same effect as though Client was alive, competent and not disabled, and shall inure to the benefit of and bind Client, its heirs, devisees and personal representatives.

27. Photographic Copies

Photographic or other facsimile reproductions of this executed power may be made and delivered by Attorney, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of Attorney, or upon a reproduction of this power, shall not be liable for permitting Attorney to perform any act pursuant to this power.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



ACKNOWLEDGMENT

State of [state]
County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness its hand and official seal.

Signature _____

Notary

(Seal)



REVOCATION OF POWER OF ATTORNEY

This Revocation of Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

KNOW ALL MEN BY THESE PRESENTS, that the [General or Special] Power of Attorney executed by [name of principal], constituted and appointed [name of attorney], for the purpose set forth in said Power of Attorney, is hereby wholly revoked, cancelled and annulled.

This document acknowledges that the Client – grantor of the Power of Attorney – hereby revokes, rescinds and terminates said Power of Attorney and all authority, rights and power thereto effective this date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)

UNLIMITED POWER OF ATTORNEY

This Unlimited Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

BE IT KNOWN, that Client, do hereby grants an Unlimited Power of Attorney to Attorney, as its attorney-in-fact.

TERMS

1. The attorney-in-fact shall have full powers and authority to do and undertake all acts on Client's behalf that Client could do personally including but not limited to the right to sell, buy, lease, mortgage, assign, rent or dispose of any real or personal property; the right to execute, accept, undertake and perform all contracts in Client's name; the right to deposit, endorse, or withdraw funds to or from any of Client's bank accounts or safe deposit box; the right to initiate, defend, commence or settle legal actions on Client's behalf; and the right to retain any accountant, attorney or other advisor deemed necessary to protect Client's interests relative to any foregoing unlimited power.
2. The attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with its best interests as Attorney in his best discretion deems advisable.
3. This power of attorney may be revoked by Client at any time, provided any person relying on this power of attorney shall have full rights to accept the authority of the attorney-in-fact until in receipt of actual notice of revocation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)



EMPLOYMENT REFERENCE LETTERS

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: ABOUT YOUR REQUEST FOR A LETTER OF RECOMMENDATION

Dear [Contact name],

I was flattered to receive your call last week requesting a letter of recommendation.

Your skills as a [Function] are, I'm sure, very strong. Our association, of course, has been as [Function] for [Organization/Association]. In this capacity I could certainly vouch for your skills in the art of persuasion.

Yet we haven't always agreed on all issues; most recently, our views on [Specify] could not be more different. In light of especially this recent issue, I worry that I could provide a letter that displays no evidence of our conflict.

The bottom line, [Contact name], is that I believe you'd be better served to request such a letter from someone with whom you are not currently experiencing such a difference of opinion.

Good luck to you in your job search.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Applicant name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: EMPLOYER'S VERIFICATION ON LOAN APPLICANT

Dear [contact name],

Following is the information you requested on [LOAN APPLICANT].

Entered our employ:	
Present Position:	
Gross Monthly Salary:	
Overtime:	
Bonus or Commission:	
Total Monthly Salary:	
Probability of Continued Employment:	
Does Employee have re-employment rights for:	Sick Leave? Maternity Leave?
Other Remarks:	

The above is furnished in strictest confident to your request.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: I AM MOST PLEASED TO WRITE A REFERENCE FOR...

Dear [Contact name],

I am most pleased to write a character reference for [Name].

I have known [Name] since I first moved to [City], when he/she was [Age] years old. As [Function] of [Organization/Association], I have been able to watch [Name] mature into the fine young men/lady he/she is today. He/she is a tireless worker, having given the most volunteer hours of any of our young adults in [Organization]. He/she is always cheerful and dependable.

I am sure that whoever hires him/her will find him/her a good worker as well as a pleasant person. He/she is truly a gem.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

[date]
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: I HIGHLY RECOMMEND...

Dear [Contact name],

I am happy to recommend [Name] for employment at your company.

I had the pleasure of working with [Name] at [Company] in [City] where she was the [Title] of the [division]. He was organized, efficient, and willing to do whatever was needed to get a particular task finished. Because there were often last-minute deadlines, his cooperative attitude and good cheer were important and appreciated. Although his primary duties were [Specify], he assumed some [Specify] duties as well.

He is also a most dependable team player. His good judgment and mature outlook ensure a logical and practical approach to his endeavors. [Name] would be an asset to any organization, and I am happy to give him my wholehearted endorsement.

Because of his ambition, professionalism and great commitment [Name] deserves serious consideration as a potential employee, and I recommend him highly.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: LETTER OF REFERENCE

Dear [Contact name],

Please be advised that we have worked with [Name of company or person] for over [Number] years and hold [them/him/her] in the absolute highest regard.

Let me outline some of the reasons why we have such an opinion:

- _____
- _____
- _____

In short, we are able to make this recommendation without any qualifications whatsoever. Please feel free to call me at the number indicated below if I can add anything further.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: OFFER OF LETTER OF RECOMMENDATION

Dear [Contact name],

The fact that you will be leaving our firm shortly has been brought to my attention. We are very sorry to lose you inasmuch as your work has always been most satisfactory and we were hoping that you would remain with the [name of firm] for many years. I understand that you are leaving for personal reasons that have nothing to do with this organization.

I will be happy to provide you with a letter of recommendation, if you so request. You may find this helpful in securing a position with another firm in your new area. Please advise my secretary of your intent in this matter, so that we can have it prepared for you before your departure.

I know that I speak for everyone here at [name of firm] in wishing you the very best of luck in the future.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: PERSONAL RECOMMENDATION AND REFERENCE

Dear [Contact name],
I have been privileged to know [candidate] for [number] years in my role as [title] at [company]. I am currently [title].

While [candidate] reported to me at [company], I found her management abilities to be invaluable in helping me to establish [company] as a leader in the [industry] market. Her conscientious effort and cooperation in doing professional, high-quality work were appreciated.

As a [title], [candidate] was efficient, innovative, and responsive. She motivates her people with challenge and the opportunity for personal growth.

If you find that [candidate]'s career objectives match your position description, I know of no reason you would be disappointed by her employment Performance. Please let me know if you require further information.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: PERSONAL RECOMMENDATION OF [EMPLOYEE]

Dear [Contact name],

I am writing in regards to your recent inquiring about [name of employee]. [name of employee] has worked with this company for the past [number] years. During this time he has shown a great deal of enthusiasm for his work and has taken on responsibilities above and beyond what his position as [position] required. Above all, [EMPLOYEE] was a "team player" and motivated fellow employees during long hours of work.

In short, I would like to highly recommend [employee] as a qualified applicant for the position of [new position] within [name of company].

Thank you.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

**OBJECT: REFUSAL OF REQUEST FOR LETTER OF
RECOMMENDATION**

Dear [Contact name],

Your request for a letter of recommendation from our firm cannot be granted. While the work that you performed for us was always satisfactory, we do not feel that it would be fair to either you or our firm to evaluate your capabilities based on a [Number] month tenure of employment.

If any inquiries are made of us, we will reply most favorably. We wish you the best of luck in the future.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REQUEST FOR CHARACTER REFERENCE

Dear [Contact name],

[Applicant] has applied with our company for a position in our [Specify] department as a [Function]. He has given your name as a character reference. Would you be kind enough to provide us with your written evaluation of this individual. Please be assured that your response will be treated with confidentiality.

Thank you.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com



October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REQUEST FOR EMPLOYMENT REFERENCE

Dear [Contact name],

We have received an application for employment from [Name], seeking a position with our firm in the capacity of [Position]. We understand the applicant was previously employed by your firm.

Accordingly, we would appreciate a reference on the individual, including confirmation of the dates of employment with you, performance evaluation, and reasons for termination.

Please advise whether your reference should be held confidential.

Thank you for your anticipated cooperation.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REQUEST FOR REFERENCE

Dear [Contact name],

The above-named individual has applied for a position with our company and indicates previous employment with your firm. The information requested below will help us to evaluate the applicant. We will hold your comments in strict confidence. We thank you for your cooperation.

Sincerely,
Your name
Your title
Telephone contact & Email

Please indicate Department: _____

Position with your firm: _____

Employed From _____ Through _____

Final Salary \$ _____ Social Insurance Number _____

Please rate the applicant, (good/fair/poor), on the basis of his employment with you:

Ability _____ Conduct _____ Attitude _____

Efficiency _____ Attendance _____ Punctuality _____

What was the reason for termination? _____

Would you re-hire? _____. If not, give reason: _____

Signature and Title

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RESPONSE TO INQUIRY CONCERNING FORMER EMPLOYEE

Dear [Contact name],

This is to acknowledge receipt of your inquiry of [Date] in which you requested information regarding a previous employee of our firm.

It is against the policy of our company to release any detailed information regarding the performance of any of our previous employees. Our records show that [Name] was employed by us from [Date], [Year] to [Date], [Year]. We are sorry that we cannot be of further assistance.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: COMPANY CREDIT ACCOUNT APPROVAL

TO WHOM IT MAY CONCERN:

This will confirm that [Name] has been employed by [Company name] for approximately [Duration]. During his tenure of employment, he has displayed a unique ability to identify and solve problems. He has been instrumental in the streamlining our accounting department. His experience in the accounting and finance area has been a valuable asset, one which can be of great value to any company utilizing his services. He is loyal and always places the welfare of the company above all else. His long hours and his patience with employees under him and with management make him an ideal employee. If available, he can certainly count on re-employment with our firm, should the opportunity arise.

Any company considering this individual for employment has my most enthusiastic recommendation. If his performance here is any indication, he is destined to achieve new heights in his career, and set new records for his future employer, as he did here.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

FIRING AND TERMINATION

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: ACCEPTANCE OF RESIGNATION

Dear [Contact name],

I have just been informed that you are quitting [COMPANY]. I must admit that it is with deep regret that we accept your resignation as [position] of the [COMPANY].

We understand the demands that this position requested, and appreciate the tremendous contributions you have made as [position].

I will be happy to provide you with a letter of recommendation, if you so request. You may find this helpful in securing a position with another firm. Please advise my secretary of your intent in this matter, so that we can have it prepared for you before your departure.

I know that I speak for everyone here at [COMPANY] in wishing you the very best of luck in the future.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

ACKNOWLEDGMENT OF OBLIGATIONS

1. I understand and acknowledge that during my employment with [Company name] ("the Company") I have received or been exposed to trade secrets of the Company including, but not limited to, the following: [List trade secrets or "those listed on Exhibit A to this Agreement" (and attach list of trade secrets to document labeled as exhibit A)].
2. I acknowledge that I have read, signed and been furnished with a copy of my Employment Agreement with the Company. I certify that I have complied with and will continue to comply with all of the provisions of the Employment Agreement, including my obligation to preserve as confidential all of the Company's trade secrets.
3. I certify that I do not have in my possession, I have not retained copies of, nor have I failed to return: any system documentation, user manuals, modification reports, training instructions, formulas, compilers, data structures, algorithms, computer source code, notebooks, notes, drawings, proposals or other documents or materials (or extracts thereof), or equipment or other property belonging to the Company.
4. [OPTIONAL CLAUSE; FOR USE WITH CREATIVE EMPLOYEES, SUCH AS PROGRAMMERS:] During my employment I contributed to the development of the Company's trade secrets. I acknowledge that, as provided in my Employment Agreement, all right, title and interest in and to any [Specify type of work] conceived or developed by me, whether in whole or in part, during the course of my employment by the Company belongs to the Company.

EMPLOYEE

COMPANY

Authorized Signature Authorized Signature

Print Name and Title

Print Name and Title

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: ANNOUNCEMENT OF A RETIREMENT

Dear [Contact name],

[Name] is retiring from his/her position as [Title] effective [Date].

[Name] started with [Company] in [Year] as a [Function], eventually working his/her way up to [Title]. When I first started here in [Year], [Name] helped me better understand the challenges associated with my work. I remember him/her giving me some precious advice on [Specify]. I'm sure we've all learned similar lessons from [Name] about how to be better [Function].

In retirement, [Name] plans to move to [City] to be closer to his/her children and grandchildren. He/she told me yesterday he/she also plans to pursue the novel he/she has wanted to write. He/she is happy about having more time to improve his/her golfing. We wish him/her well.

We are having a retirement party at lunch this coming Friday to honor [Name] as he/she retires from our staff. A buffet lunch will be served and we'll all toast to a wonderful and productive retirement for a top [Title] whom we will all miss.

Sincerely,

Your name

Your title, Telephone contact, youremail@yourcompany.com

CHECKLIST FOR PRE-LAYOFF GUIDELINES

Before considering a layoff or downsizing you should plan to address the following checklist:

- Prepare a layoff policy if you don't already have one. Emphasis on the importance of objective factors like company needs, financials, seniority, past work performance, anticipated needs for skills and experience, and compliance with laws. Create a "ranking" process using these factors, and follow it consistently through a form-based approach.
- Ask your lawyer and review team to analyze your Reduction in Force (RIF) procedure before and after it is implemented.
- Consider hiring an industrial relations statistician to review a RIF decision before they are implemented to prevent disparate impact discrimination claims.
- Analyze possible alternatives to downsizing such as wage reduction, benefit reduction, and elimination of overtime. Approach your employees and find out if they can think of new ways to generate business. Look for old projects that can be expanded or old clients that can be reactivated.
- Increase company communications including company and individual expectations, benchmarks, guidelines, and feedback mechanisms.
- Be open with information. Share your financial position with your employees through open book management.
- Assist those who will be leaving through severance packages, out-placement opportunities, consulting agreements, counseling services, employee assistance programs, etc.
- Offer early retirement or voluntary resignation with a severance package. If you want employees to stay beyond a certain date, state that the severance will be paid only if employees stay through that date. Require the signing of a release as consideration for any severance package.
- Offer counseling services for those who stay.
- Prepare an information sheet to hand out to employees explaining the layoff or downsizing process. Consider a question-and-answer approach.
- Restructure the organization. Involve your employees and create flexibility, performance agreements, and a compensation system that is based on the value contributed by each employee. Downsizing without restructuring is a formula for disaster!

- Avoid claims and litigation by departing employees through separation agreements, and a strict adherence to company guidelines. Be particularly sensitive to older workers, long term employees, women, and minorities.
- Remember that there is a cycle of change and loss that applies to the workplace as well as the home life. That cycle is denial, anger, bargaining, depression, and eventual acceptance.
- Use a grievance system, ombudsman or hotline program to handle complaints of unfairness.
- Provide departing employees with required handouts and pamphlets related to continued medical benefits and unemployment rights.
- Celebrate the emergence of the new company!



CHECKLIST: PRE-TERMINATION

Consider the following points prior to the termination of any employee. Obviously, not all items will apply to all employees or all circumstances but following this checklist will ensure you are not missing on important matters.

Find out if the termination is the fault of the employee or the system. If the latter, termination may not solve the problem and may lead to litigation, lowered morale and employee and customer defection.

Ensure that the employee's personnel file has been reviewed and there is proper documentation supporting the termination decision, including investigation, warnings and witness statements.

Any company policies and procedures violated by the employee are reasonably related to the operation of the business or the employee's job performance.

The termination procedure follows company policies and procedures.

Other employees have been treated similarly under the same or similar circumstances.

The employee has been subjected to progressive discipline where warranted.

If the employee is within a protected class, discriminatory motives have been ruled out.

All employee complaints have been fully investigated and the recommended termination is not the result of retaliation for communicating any grievance, claim or complaint.

Before recommending termination, have you considered: restructuring the job; moving the employee's work location; a demotion; a transfer; new supervision; leave without pay; referral to an employee assistance program; voluntary resignation; or other alternatives?

There are no implied, written or oral contracts with this employee governing the termination decision.

The termination has been independently reviewed and approved by the Human Resources Department or another third party.

Written notice of termination has been prepared.

A plan has been adopted for informing the employee of their termination in a brief and dignified manner.

You have considered consulting an employment attorney prior to the termination decision.

CHECKLIST WHEN SHOULD YOU FIRE AN EMPLOYEE?

These items are not meant to be determining factors in releasing an employee. Rather, they are listed as items to consider in determining the value or contribution of the employee to your organization. If you answer "yes" to many of these questions about your employee, you should think about how much or how little this employee is doing for your business.

- Constantly sidesteps problems that consistently happen.
- Blames others (including yourself) when things go wrong.
- Allows criticism of the company to go unchallenged
- Doesn't worry about when he/she is consistently late for work or meetings.
- Postpone completion of projects as long as possible.
- Avoids seeking clarification of misunderstands so he/she can criticize later.
- Never volunteers for an assignment when not absolutely certain of success.
- Does not worry about deadlines.
- Maintains same sources of information and bases decisions on opinions rather than facts.
- Tries to be as worry free as possible.
- Transfers or releases good people who disagree with him or her.
- Sees delegating as a way of getting rid of unpleasant chores.
- Keeps busy on current projects and is uncomfortable about future planning.
- Allows someone else to do his or her recruiting and selection.
- Tends to criticize others in public rather than in private.
- Is insulated from contact with subordinates.
- Frequently tries to let you know how much you depend on him/her everyday.
- Is not concerned about promotable people if they might take his or her place.
- Is uncomfortable when he or she must depend on subordinates to provide answers.
- Concentrates efforts on preferred tasks rather than on those he or she likes to do least.
- Compliments you frequently, even when a reason must be created.
- Downplays the competence of other people.
- Takes as few risks as possible.
- Waits as long as possible before delivering bad news.
- Limits efforts to "on-the-job" hours; rarely takes work home.
- Resists signing up for self-improvement programs not paid for by the company.
- Joins in conversations about the "good old days" as often as possible.
- Talks a lot about how difficult it is to measure his or her job.
- Hides talented people to further his or her own career.

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: TERMINATION OF YOUR EMPLOYMENT

Dear [Contact name],

We regret to inform you that your employment with this firm is terminated effective on receipt of this letter for the following reason(s):

[DETAIL REASONS]

Please vacate the premises immediately with your personal possessions. We will forward your salary earned to date in due course together with any vacation pay to which you are entitled. Within [NUMBER] days of termination we shall issue you a statement of accrued benefits. Any insurance benefits shall continue in accordance with applicable law and/or provisions of our personnel policy.

Please contact [Name], at your earliest convenience, who will explain each of these items and arrange with you for the return of any company property.

Yours truly,
Your name
Your title
Telephone contact
youremail@yourcompany.com

PROPRIETARY RIGHTS ACKNOWLEDGEMENT UPON TERMINATION

This Acknowledgment (the "Agreement") is made and effective this [Date],

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

As a former employee, you hereby acknowledge and agree:

1. Through the course of your employment with the Company, you have been involved in and contributed to the development of certain items that are proprietary to the Company and have been exposed to certain information that is proprietary and of strategic and operational advantage of the Company. These items may have included items that are copyrightable, subject to trademark protection, trade secrets, confidential, subject to patent protection, or otherwise considered by the Company to be proprietary in nature. They include things such as business and marketing plans, strategic development plans, financial information, market studies, promotional plans, advertising, computer programs and source codes, databases and database engines, logos, web sites, system documentation, computer algorithms, data, enhancements and improvements, training programs, customer inquiries and complaints, modification reports, customer lists, and other information and materials that are of a strategic importance to the Company. These items are all assets of the Company and are of considerable business and strategic advantage to the Company and is protected under copyright law, trade secret law, patent law, trademark law, and a variety of state laws and under provisions that are included in any confidentiality agreement, employment agreement or other agreement that you may have signed and under the general employment policies of the Company.
2. You acknowledge and agree that your contributions to the development of all proprietary information of the Company was done in the course and within the scope of your employment and that all work product arising and resulting from your efforts is the property of the Company.
3. You acknowledge that the [Employment Agreement; Confidentiality Agreement; Other Agreement] that you signed upon your initial employment with the Company, as well as the Company Policy On Proprietary Information, state that all such work product is the proprietary property of the Company.
4. You acknowledge and agree that all of the work product that you developed or contributed to, directly or indirectly, during your term of employment with the Company, were "works made for hire" as defined in the [COUNTRY] Copyright Act and as such the Company will be deemed as the "author" of such work product for Copyright Law purposes.
5. Upon your termination, you must refrain from any use, disclosure or exploitation of all proprietary information of the Company, including such proprietary information that was developed through your efforts. The Company claims all copyrights and other legal protection in and to such

information and as such, any use by you of such information will be an infringement on the rights of the Company, in addition to being a violation of any agreement that you may have signed and this Agreement. Certain of the Company's proprietary information is also protected under state and federal trade secrets laws which your use or disclosure of such information would also violate.

6. Prior to departing from the Company facilities, you shall turn over all items in your possession that contain any proprietary information of the Company. By executing in the space provided below you certify, acknowledge, agree, represent and warrant that all items containing any proprietary information of the Company have been delivered to the Company and that you are no longer in possession of any such materials.
7. You acknowledge and agree that all Company proprietary information is of substantial value and strategic importance to the Company and that disclosure or use of the same will cause irreparable injury to the Company and its prospects. As such, you agree that damages and injury to the Company in the event of unauthorized disclosure or use would difficult to ascertain and calculate with certainty. The Company will be entitled to equitable relief, including but not limited to injunction against the unauthorized use and disclosure of any Company proprietary information. You agree that these equitable remedies are appropriate forms of relief.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE PREVIOUSLY ENTERED INTO AN AGREEMENT WITH THE COMPANY RESTRICTING YOU FROM DISCLOSURE OF PROPRIETARY INFORMATION AND THAT YOU UNDERSTAND THAT THE TERMS OF THOSE RESTRICTIONS CONTINUE INDEFINATELY FOLLOWING THE TERMINATION OF YOUR EMPLOYMENT WITH THE COMPANY. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND COMPANY POLICIES WITH RESPECT TO PROTECTION OF PROPRIETARY INFORMATION AND THAT YOU WILL TAKE NO ACTIONS CONTRARY THERETO.

YOU ATTEST THAT YOU HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT AND THE CONSEQUENCES THEREOF AND THAT YOU ARE IN AGREEMENT WITH ALL OF THE ITEMS CONTAINED HEREIN.

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXIT INTERVIEW FORM

We want to improve our personnel practices and make our company a better place to work. Your answers will be kept confidential.

Name: _____ **Date:** _____
Job Title: _____ **Department:** _____
Hire Date: _____ **Separation Date:** _____

Employee Informed of Restrictions On:

_____ Solicitations of customers _____ Restrictions on solicitations of employees
_____ Removing company documents _____ Patents
_____ Confidentiality obligations _____ Customer lists
_____ Other _____

Return of:

_____ Keys _____ Credit Card _____ ID Card
_____ Building Pass _____ Company Documents
_____ Company Equipment _____ Other Company Property

Reason for Leaving (Voluntary/Involuntary):

1. Did you feel sufficiently trained and oriented for your job?

Please comment: _____

2. Did you feel that you were treated with respect & responsibility by co-employees and management?

Please comment: _____

3. Do you feel that you could have done your job better if you were provided different or better resources? What resources would you have needed?

Please comment: _____

4. Did you feel free to discuss suggestions or problems with your supervisor or manager?

Please comment: _____

5. Did your supervisor or manager provide you with clear instructions and expectations?

Please comment: _____

6. Were any employees given preferential treatment or discriminated against?

Please comment: _____

7. Did you witness or have knowledge of any unethical or illegal acts or practices engaged in by any employees of this company?

Please comment: _____

8. Do you have any suggestions for improving company management?

Please comment: _____

9. Do you have any suggestions for improving the quality of our goods or services?

Please comment: _____

10. Were working conditions satisfactory? Was your pay adequate?

Please comment: _____

11. Do you have any suggestions for improving communication in this company?

Please comment: _____

12. Do you have any suggestions for improving customer relations in this company?

Please comment: _____

13. Do you have any suggestions for improving employee motivation in this company?

Please comment: _____

14. Do you have a new job that you expect to begin within the next few weeks? With whom? What does that company offer you that this company didn't?

Please comment: _____

15. Do you feel your training was adequate? _____

16. Would you consider coming back to the company? _____

Are security arrangements appropriate in the company? Could they be improved? _____

I have returned, or arranged for the return of, all company property, including, but not limited to, computers, software, documents, financial records, personnel files, equipment and tools, vehicles, credit cards, keys, security cards, parking passes, works in progress, client or customer lists, books, resource materials, and confidential or trade secret items.

Signature

Date

Interview performed by:

Name: _____ Title: _____

Department: _____ Date: _____



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: FINAL WARNING BEFORE DISMISSAL

Dear [Contact name],

You have been previously notified of certain problems in your performance as an employee, which problems appear to continue. Because we believe that you can improve your performance and modify your behavior, we want to give you that last chance. Following is what was to blame as reported by your superior:

[Detail]

Any further violations of company policy or failure to perform in accordance with our standards shall result in immediate dismissal without further warning.

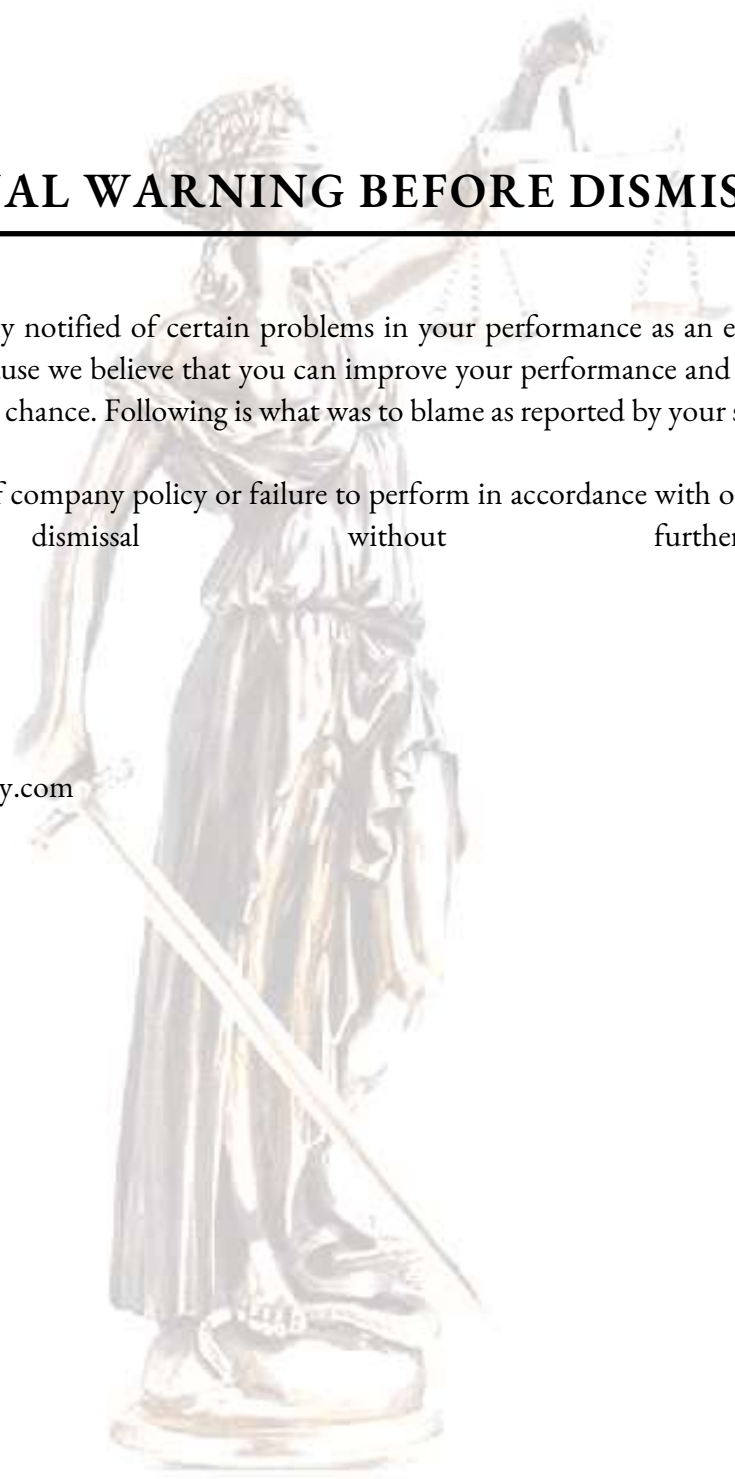
Sincerely,

Your name

Your title

Telephone contact

youemail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: LETTER OF RESIGNATION

Dear [Contact name],

This is to inform you that an opportunity has presented itself that will enable me to work in the area of my stated preference, which is [Designate]. Although there is much to say, I believe the reasons leading to this decision are known by you, and I will therefore leave them unsaid at this time.

I am therefore tendering my resignation from your company and wish to advise you that [Date] will be my last day of employment.

I would like to thank you for the experience of having worked for [Name of firm], a truly outstanding organization and offer my best wishes for your continued success.

Best wishes,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: MUTUAL TERMINATION OF CONTRACT

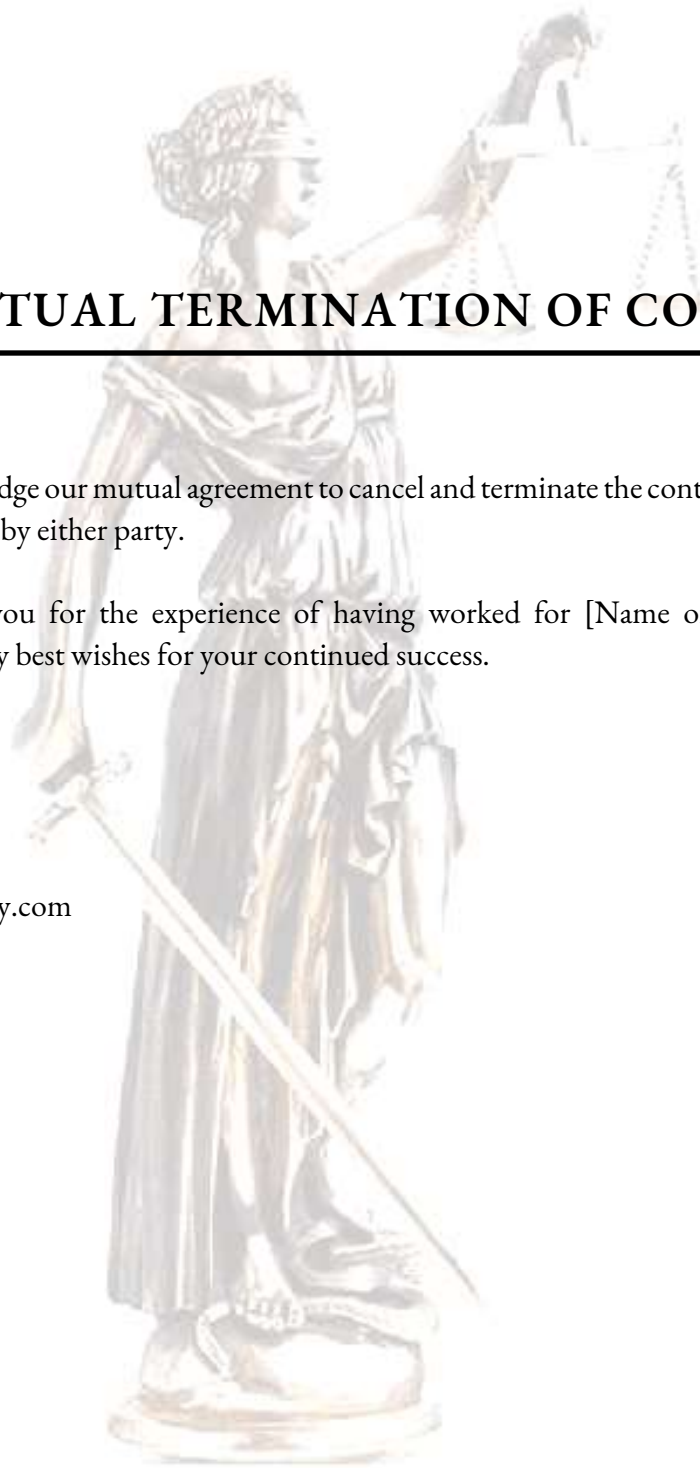
Dear [Contact name],

This letter shall acknowledge our mutual agreement to cancel and terminate the contract between us dated [Date]; without further recourse by either party.

I would like to thank you for the experience of having worked for [Name of firm], a truly outstanding organization and offer my best wishes for your continued success.

Best wishes,

Your name
Your title
Telephone contact
youremail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: ANNOUNCEMENT OF A LAYOFF

Dear [Contact name],

Unfortunately, and unexpectedly, [Company] was not awarded the contract for the [Product/service] for which, until recently, we thought we were a shoe-in. The customer preferred [Product/service] from [Competitor] because of [Specify]. We could not certify [Specify] and lost the contract on that basis.

Because that contract was projected to be a significant part of our total revenue over the next two to three years, we are enforcing a hiring freeze effective immediately and may be looking at layoffs for up to [%] of the staff within the coming months. At this time, we do not know for certain how many and which employees will be affected by the layoff. However, we want employees to be aware of this potential problem and to plan accordingly. Supervisors will be kept informed and will communicate the status of the situation to employees on a regular basis. Employees having concerns about employment status should see me or their supervisors.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF LAYOFF

Dear [Contact name],

We had been hoping that during this difficult period of reorganization we could keep all of our employees with the company. Unfortunately, this is not the case. It is with regret, therefore, that we must inform you that we will be unable to utilize your services after [Date]. We have been pleased with the qualities you have exhibited during your tenure of employment with us, and will be sorry to lose you as an employee of the company.

I will be happy to provide you with a letter of recommendation, if you so request. You may find this helpful in securing a position with another firm. Please advise my secretary of your intent in this matter, so that we can have it prepared for you before your departure.

Please accept our best wishes for your future.

Best wishes,
Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF REVOCATION OF AUTHORITY

Dear [Contact name],

[Name of former employee] is no longer an employee of this corporation and is therefore no longer authorized to act, in any form whatsoever, on our behalf.

I am requesting that this information be relayed to all of your department heads.

Thanks in advance for your collaboration.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: TERMINATION NOTICE

Dear [Employee Name],

It is with regret we inform you that your employment with this company has been terminated effective [Date]. Enclosed is your final paycheck with accrued vacation and other benefits. Let us know if you believe it to be inaccurate. We will contact you regarding continuation of your insurance coverage and any other benefits.

You are being terminated due to your conduct over [Time Period], which most recently includes [List Employee Conduct]. It is your option to express your belief about the merits of your termination during your exit interview, scheduled for [Date & Time].

As an offer of assistance, you have the option of obtaining a [two (2) week] severance package in exchange for the signing of a General Release. This offer is conditioned upon your return of all company property. The company reserves the right to oppose any claim for benefits.

It is the policy of this company to protect its trade secrets, customer lists and other confidential or proprietary information as vigorously as possible. We remind you that we consider our clients, our business procedures and our business plans to be proprietary. [Please remember that you have signed a Confidentiality and Non-Disclosure Agreement.]

We request that you return any and all property that was generated or obtained during your employment with this company, including any documents, handbooks, account ledgers, financial documents, manuals, computers, computer programs, software, keys, security cards, etc.

Finally, should a prospective employer call this company for a reference, they will be provided with your dates of employment and final job position. Should you desire a more extensive reference, we require that you supply us with a completed and signed copy of the Reference Release form that is also attached to this letter.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: TERMINATION OF EMPLOYMENT

Dear [Contact name],

This letter will confirm our discussion. Your employment with this company is terminated, effective today, because of falsified information on your employee application.

Unfortunately, your action in this matter leaves us no choice. Our application form clearly states that falsifying information will lead to disciplinary action, up to and including dismissal.

Please vacate the premises immediately with your personal possessions. We will forward your salary earned to date in due course together with any vacation pay to which you are entitled. Within [NUMBER] days of termination we shall issue you a statement of accrued benefits. Any insurance benefits shall continue in accordance with applicable law and/or provisions of our personnel policy.

Please contact [Name], at your earliest convenience, who will explain each of these items and arrange with you for the return of any company property.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: NOTICE OF TERMINATION DUE TO WORK RULES VIOLATION

Dear [Contact name],

You are hereby given notice that your employment with the company shall be terminated on [Date].

This action is necessary due to the following violations of company work rules:

[DESCRIBE]

Your final paycheck shall be for the period ending [Date]. There shall be no severance pay since your termination was for just cause. Please contact [Contact name] concerning insurance coverage or other accrued benefits to which you may be entitled.

We regret this action is necessary and wish you success in your future endeavors.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RESIGNATION

Dear [Contact name],

It is with deep regret that I must inform you of my need to leave [name of company] at the end of this [time]. After [number of months/years] employment with [name of company], I find that my anticipated career goals are very different from the opportunities I am actually receiving in my current position.

I value the time I have spent with [name of company], and the friends I have made. This position has taught me invaluable lessons about the [type of industry], and for this I am very grateful. I do feel, however, that a change in my career plans is imminent in order for me to realize my full career potential.

Thank you for your continued support and guidance. I hope my departure does not place too much of an inconvenience on the [department]. I will be happy to do whatever I can to make this transition as easy as possible.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RESIGNATION – GOING BACK TO SCHOOL

Dear [Contact name],

As required by my contract of employment, I hereby give you [NOTICE PERIOD] week's notice of my intention to leave my position as [POSITION].

I have decided to realize my professional and personal goals by accepting a formal offer to study for a [TYPE OF COURSE] in [NAME OF COURSE]. This was not an easy decision and took a lot of consideration but I believe it is an exciting step forward and one that I hope you will understand and support. Please be assured that I will do all I can to assist in the smooth transfer of my responsibilities before leaving.

Should you have any need for my skills in the [AREA OF COURSE], I would of course consider returning once I have completed my studies. In the meantime, I wish both you and [COMPANY] every good fortune and I would like to thank you once again for the opportunity you gave me.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



October 18, 2022
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: RESIGNATION – MOVING TO ANOTHER COMPANY

Dear [Contact name],

As required by my employment agreement, I hereby give you [NOTICE PERIOD] week's notice of my intention to leave my actual position as [POSITION].

I have decided that it is time to move and I have accepted a position in another firm. This was not an easy decision and took a lot of consideration. However, I am confident that my new role will help me to move towards some of the goals I have set for my career.

Please be assured that I will do all I can to assist in the smooth transfer of my responsibilities before leaving. I also ensured the respect of my commitment to [COMPANY] regarding confidentiality and non-competition, as specified in my employment agreement.

I wish both you and [COMPANY] every good fortune and I would like to thank you for the opportunity you gave me.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com

October 18, 2022

Contact Name

Address

Address2

City, State/Province

Zip/Postal Code

OBJECT: RESIGNATION

Dear [Contact name],

An opportunity has recently arisen whereby I will be able to make greater use of my educational Background and special abilities in [field of employment]. Therefore, I am submitting my resignation effective [date effective]. I appreciated your help and guidance during my [time] with the [name of company] and I am pleased that I was able to work for such a fine company.

Sincerely,

Your name

Your title

Telephone contact

youremail@yourcompany.com



SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is made and effective this [Date],

BETWEEN: [Employee NAME] (the "Employee"), an individual with his main address at:

AND: [Company NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Recitals

Employee is a former employee of the Company and the Parties wish to resolve any claim by Employee against the Company and all other existing differences completely and amicably, without litigation. Employee acknowledges that the payment to him under this Agreement is being made for the sole purpose of avoiding the uncertainties, vexations and expense of litigation.

The Parties represent that they have been advised about the Agreement by their respective counsel, are competent to enter into it, fully understand its terms and consequences, and enter into it knowingly and voluntarily.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. No Admission

This Agreement is entered in connection with the compromise of disputed claims. Neither this Agreement nor any action or acts taken in connection with this Agreement or pursuant to it will constitute an admission by Company or any other person or entity of any violation of law, nor will it constitute or be construed as an admission of any wrongdoing whatsoever. In fact, Company, its officers, employees, agents and representatives specifically deny committing any unlawful act against Employee at any time.

2. Payment

Within three (3) days after execution of this Agreement, and in consideration for the promises and covenants contained herein, Company will cause to be delivered to counsel for Employee a check in the amount of [amount]. Except for this payment, Employee acknowledges and agrees that he is entitled to receive no other payments, benefits, or compensation from Company. Employee represents that there are no outstanding advances or other sums due to Company from Employee.

3. Tax

Appropriate tax deductions shall be made by the Company from the payment made under Section 2.

4. Release

Employee, on behalf of himself and his representatives, spouse, agents, heirs and assigns, releases and discharges Company and Company's former, current or future officers, employees, representatives, agents, fiduciaries, attorneys, directors, shareholders, insurers, predecessors, parents, affiliates, benefit plans, successors, heirs, and assigns from any and all claims, liabilities, causes of action, damages, losses, demands or obligations of every kind and nature, whether now known or unknown, suspected or unsuspected, which Employee ever had, now has, or hereafter can, shall or may have for, upon or by reason of any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever, relating to or based upon, in whole or in part, any act, transaction, practice or

conduct prior to the date hereof, including but not limited to matters dealing with Employee's employment or termination of employment with the Company, or which relate in any way to injuries or damages suffered by Employee (knowingly or unknowingly). This release and discharge includes, but is not limited to, [specify law], claims arising under federal, state and local statutory or common law, including, but not limited to, [specify law], claims for wrongful discharge under any public policy or any policy of the Company, claims for breach of fiduciary duty, and the laws of contract and tort; and any claim for attorney's fees. Employee promises never to file a lawsuit or assist in or commence any action asserting any claims, losses, liabilities, demands, or obligations released hereunder.

5. Known or Unknown Claims

The Parties understand and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future, arising from or attributable to any conduct of the Company and its successors, subsidiaries, and affiliates, and all their employees, owners, shareholders, agents, officers, directors, predecessors, assigns, agents, representatives, and attorneys, whether known by Employee or whether or not Employee believes he may have any claims, and that any and all rights granted to Employee under [law] or any analogous state law or federal law or regulations, are hereby expressly WAIVED, if applicable. Said Section [name] of [law] reads as follows:

[retype paragraph]

6. Non-Disclosure

Employee and his counsel represent that they have not disclosed the terms of this Agreement to anyone other than Employee's spouse. Employee, his counsel and Employee's spouse agree to keep the terms of the Agreement, including the fact that a payment was made to Employee and the amount of such payment, strictly confidential and, unless required by court order or other law, will not disclose such information without the prior written permission of the Company to anyone except Employee's attorneys or tax advisors, if any, but only after informing those persons that they too must keep the information confidential. If asked about the status of the dispute between the Parties, Employee, his counsel and Employee's spouse may state only that "the matter has been resolved" or words to that effect, but will not otherwise disclose any information about this Agreement or its terms. Because a breach of this confidentiality paragraph would cause Company damages that are impracticable or too difficult to fix, in the event of such a breach, Employee shall be liable to Company for liquidated damages in the amount of [amount] for each breach, plus any attorneys' fees and costs owed pursuant to Section 18 herein and any equitable relief.

7. Employer property and trade secrets

Employee will return to Company any and all of its property and documents which he or she may have in his or her possession . including, but not limited to, documents, equipment, tools, computers, customer lists, correspondence, handbooks, manual reports, plans, projects, drawings, marketing materials, software, tapes, phones, cars, keys, security devices, inventions, formulas, and proprietary information within [days] from the execution of this Agreement.

8. No Future Employment

Employee promises not to seek employment or any other business relationship at any time in the future with Company or any of its parents or affiliates and he forsakes any right to be employed or to have any other business relationship in the future with Company or any of its parents or affiliates.

9. Non Solicitation of Clients and Customers

The Employee, on behalf of himself or herself, their agents and assigns, agrees that, for a period of [NUMBER] year following the execution of this Agreement, or so long as Company is in operation, whichever is less, he or she will not, for any reason whatsoever, directly or indirectly solicit the clients or customers of Company, without the written permission of Company. The Parties agree that any breach of this provision is a material breach of this Agreement.

10. Non Solicitation of Employees

The Employee, on behalf of himself or herself, his or her agents and assigns, agrees that for a period of [NUMBER] year following the execution of this Agreement, or so long as Company is in operation and in good standing, whichever is less, he or she will not, directly or indirectly, recruit any of the employees of Company then employed by Company for the purpose of employment in any outside business. The Parties acknowledge that any breach of this provision is a material breach of this Agreement.

11. No Disparagement

Employee agrees not to disparage Company or any of its officers, employees, agents or representatives and will not knowingly say or do anything that would have an adverse impact on Company.

12. References

In response to any request to Company from any prospective employer for an employment reference regarding Employee, the Company shall provide only Employee's dates of employment and final job title.

13. No admission of wrongdoing

This agreement shall not in any way be construed as an admission by the released Parties of any acts of wrongdoing whatsoever against Employee or any other person.

14. Further Documents

Each party agrees to execute or cause their counsel to execute any additional documents and take any further action which may reasonably be required in order to consummate this Agreement or otherwise fulfill the obligations of the Parties there under.

15. Dispute

Should a dispute arise concerning this Agreement or its performance, such dispute shall be resolved, at the election of the party seeking to enforce the Agreement, either by court action, or by binding arbitration administered by the [association/organization] under its commercial dispute resolution rules. If arbitration is initiated, the arbitration shall be held in [City], [State/province].

16. Modification and Waiver

Any modifications to this Agreement must be in writing and signed by duly authorized representatives of each of the Parties and must expressly state that it is the intention of each of the Parties hereto to amend the Agreement. No breach of any provision of this Agreement shall be deemed waived unless the waiver is in writing signed by a duly authorized representative of the waiving party. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

17. Construction

This Agreement shall be construed and enforced in accordance with the laws of the [State/province]. The language of this Agreement shall be construed as to its fair meaning and not for or against either party.

18. Attorneys' Fees

Should any action be brought by any party to this Agreement to enforce any provision thereof, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and costs and expenses of litigation or arbitration.

19. Integration

This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the matters referred to in this Agreement. Any representation, warranty, promise or condition, whether written or oral, between the Parties with respect to the matters referred to in this Agreement which is not specifically incorporated in this Agreement shall not be binding upon any of the Parties hereto and the Parties acknowledge that they have not relied, in entering into this Agreement, upon any representations, warranties, promises or conditions not specifically set forth in this Agreement. No prior or contemporaneous oral or written understanding, covenant, or agreement between the Parties, with respect to the matters referred to in this Agreement, shall survive the execution of this Agreement. Each party hereto assumes the risk of misrepresentation, concealment or mistake, and if any party should subsequently discover that any fact relied upon in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or law was incorrect, it shall not be entitled to set aside this Agreement by reason thereof. This Agreement may be modified only by a written agreement executed by both Parties hereto.

20. Binding Agreement

The Parties understand and expressly agree that this Agreement shall bind and benefit (as applicable) the heirs, employees, owners, officers, shareholders, directors, subsidiaries, spouses, affiliates, successors, predecessors, agents, witnesses, attorneys, representatives, and assigns of the Company and Employee.

21. Counterparts

This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding and effective as to all Parties.

22. Headings

Headings in this Agreement are for convenience of reference only and are not a part of the substance hereof.

23. Time for Acceptance and Revocation

If required by applicable law, Employee shall have up to [NUMBER] days from the date this Agreement is presented to Employee to accept the terms of this Agreement, although Employee may accept it at any time within those [NUMBER] days. If required by applicable law, after acceptance, Employee will still have an additional

[NUMBER] days in which to revoke his acceptance. To so revoke, Employee must send the Company a written statement or revocation to be received by the Company by the end of the seventh day.

24. Statements to unemployment board and to others

Company agrees that it will not contest Employee's application for unemployment insurance benefits. Notwithstanding this agreement, however, Company reserves the right to truthfully furnish information requested by the unemployment board or any other agency and to rebut false or misleading information submitted by the Employee, whether requested to do so or not.

25. Severability

If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, except that, should paragraphs 4, 5 or 6 be held invalid, void or unenforceable, either jointly or separately, as a result of any action by Employee, Company shall be entitled to rescind the Agreement and/or recover from Employee any benefits provided to her under Section 2 above.

Parties each hereby execute this Agreement as of [Date].

Company

Employee

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CERTIFICATION BY EMPLOYEE'S COUNSEL

We, [NAMES], are counsel to [Employee]. We have reviewed the Agreement with our client. [HE/SHE] has indicated that [HE/SHE] is competent to enter into it, that [HE/SHE] fully understands its terms and consequences, and that [HE/SHE] enters into it knowingly and voluntarily. We also agree to abide by the confidentiality provision in Section 6 of the Agreement.

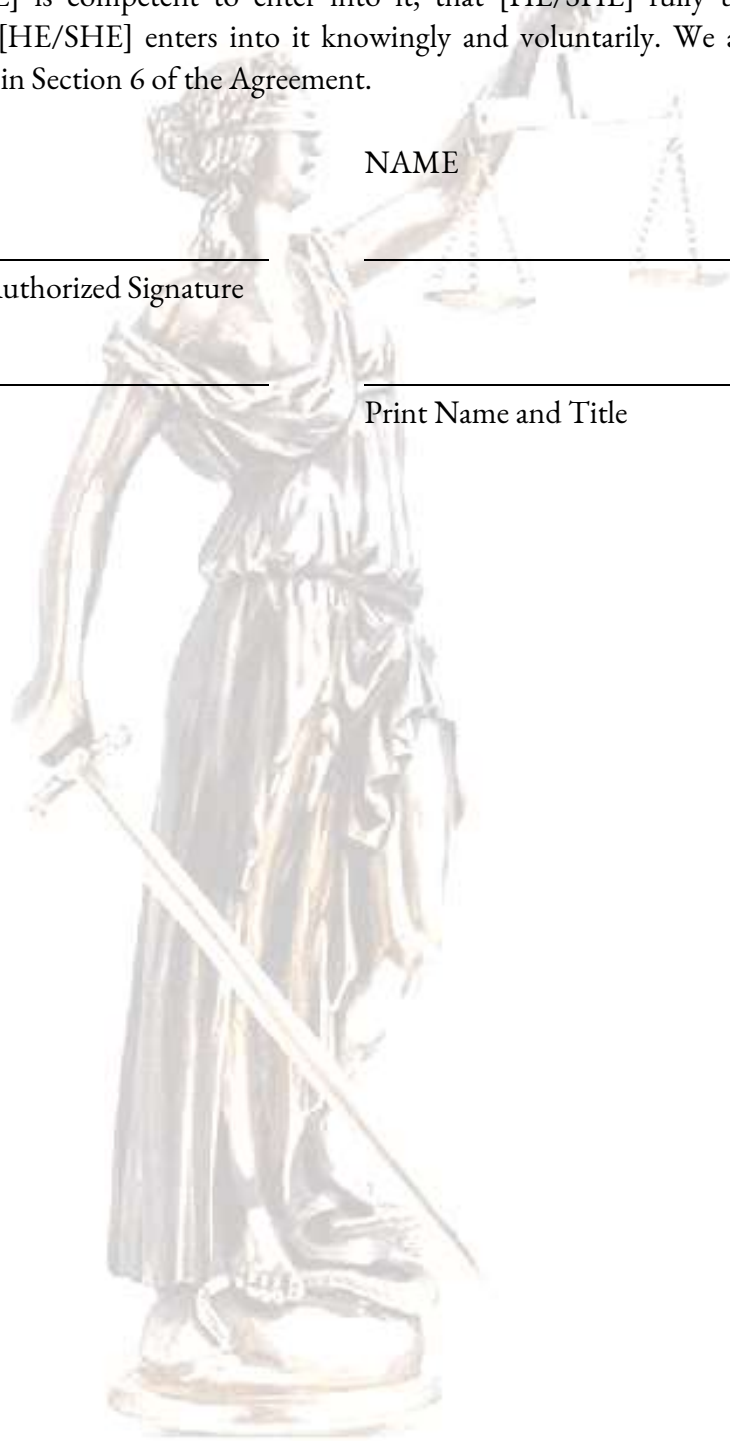
NAME

NAME

Authorized Signature Authorized Signature

Print Name and Title

Print Name and Title



SEVERANCE AGREEMENT

This Severance Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [Employee NAME] (the "Employee"), an individual with his main address at:

AND: [Company NAME] (the "Employer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

Whereas Employee is presently employed by Company. Both parties are interested in an amicable severance of their employer/employee relationship.

We therefore make the following agreement:

1. In consideration of Employee signing of this agreement and the attached letter of resignation, [his or her] employment will voluntarily end effective [date], Company agrees to pay [Amount] to Employee on signing this agreement and the letter of resignation and delivering those funds to Employee by [Date and time].
2. The payment made under to Paragraph 1 will be subject to normal withholding for applicable taxes.
3. Employee agrees not to discuss the terms of this agreement with anyone except [his or her] legal and financial counsel. Employee violation of this part of the agreement, will require the forfeiture of all monies paid to [him or her] by [Name of employer].
4. Employee agrees to return to Company any company property, documents or copies of company documents or other confidential information presently in [his or her] possession. Employee understands that the failure to do so could result in prosecution.
5. Employee agrees to pay any and all of Company attorney fees should [his or her] actions lead Company to enforce any provisions of this agreement.
6. None of the terms or conditions of this agreement will be altered, amended, waived, or abandoned, except by the parties' written agreement, and no delay by Company in enforcing any of its rights will be deemed a waiver of such rights.
7. This Agreement sets forth the parties' entire understanding, and supersedes any and all prior agreements, arrangements and understandings relating to this subject matter.
8. Nothing contained in this Agreement will be construed as an admission of liability by Company, all such liability being hereby specifically denied.

9. This Agreement will be executed in one or more counterparts, and all such counterparts will constitute one and the same instrument.
10. This Agreement is entered into under the laws of the State of [State] and the rights and obligations of these parties will be governed and determined according to its laws.
11. Employee specifically acknowledges that [he or she] has had adequate time to reflect on the advisability of this action, has read this document, and has entered into this Agreement voluntarily.

These parties have executed this agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures. This Agreement becomes effective as of the later date.

EMPLOYEE

COMPANY

Authorized Signature Authorized Signature

Print Name and Title

Print Name and Title



TERMINATION CERTIFICATION

By signing this document I declare that I do not have in my possession, nor have I failed to return, any trade secrets, or confidential or proprietary information of the company including, but not limited to, specifications, drawings, blue prints, reproductions, notes, reports, proposals, plans, customer lists, marketing materials, or other documents or materials, tools, equipment or other property belonging to the company.

I further declare that I have complied, and will continue to comply, with all terms of any employment, invention, assignment, trade secret, proprietary information, secrecy, non-competition, non-solicitation and non-recruitment agreements signed by me with the company, including the reporting of any activities on my part required by any of these agreements.

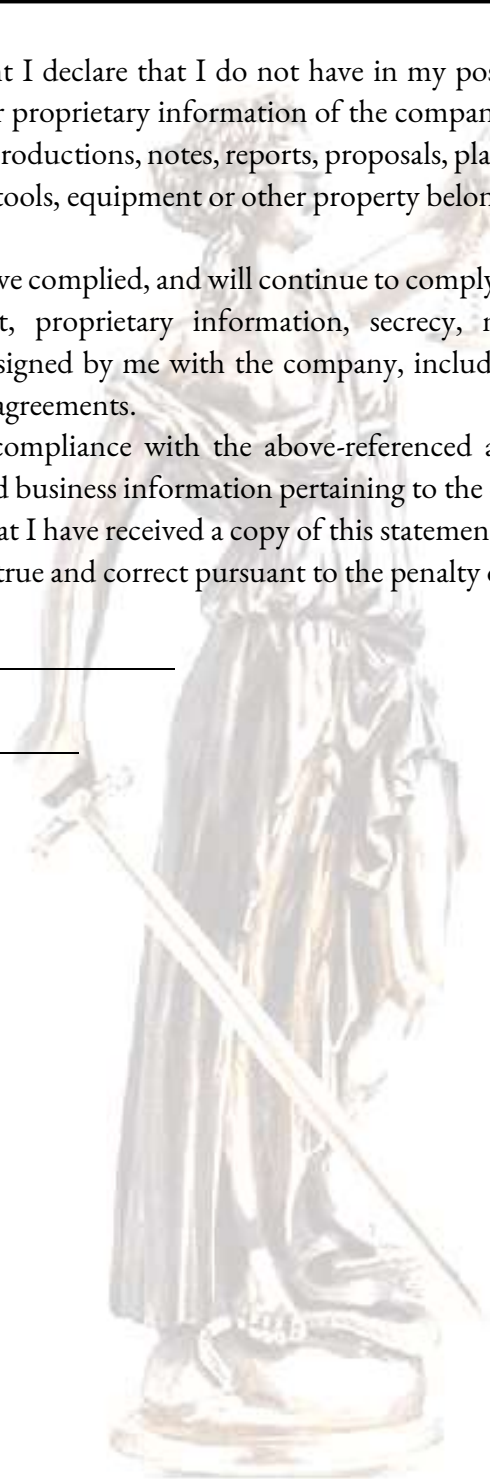
I further agree that in compliance with the above-referenced agreements, I will preserve as confidential all proprietary, technical and business information pertaining to the company.

I further acknowledge that I have received a copy of this statement and have signed it voluntarily.

I declare the above to be true and correct pursuant to the penalty of perjury of the laws of this State.

Date: _____

Employee Signature



TERMINATION OF EMPLOYEMENT WORKSHEET

Employee Name: _____

Date of Termination: _____

The following items should be checked off prior to an employee's final date of employment. Not all items will apply to all employees or all circumstances. Place the completed form in the employee's personnel file.

Actions	Done
Termination Notice	
Meet with the employee in a private, neutral location, such as a conference room or closed office, to minimize their embarrassment or discomfort.	
Inform the employee why they are being fired or laid off.	
Explain when the termination will be effective. If today is the employee's last day, outline the procedures for exiting the premises. If the employee will remain at the company for a set period of time, tell them what is expected of them during the transition period.	
Give the employee a termination letter that documents their last day, outlines the reasons they are no longer working for the company, and provides information about severance benefits and other termination details.	
Insurance and Benefits	
Disclose the date that the employee's medical, dental, vision, life and long-term disability insurance coverage will end.	
Explain COBRA, the federal act that provides employees who experience a "qualifying event" (such as a termination) with the right to continue their current group insurance coverage.	
Give the employee a written statement that explains when their benefits will terminate, outlines COBRA law, lists monthly premiums and provides enrollment information.	
Provide a closing statement with information about the company's stock option, profit sharing and/or employee stock-ownership program. The statement should show how many shares the employee has vested, the price per share and the deadline for exercising the shares.	
Give the employee documentation about their 401(k) or retirement savings plan. Make sure it spells out when company contributions to the plan will end, explains rollover options and contains contact information for the plan administrator.	
Settlement and Arbitration Agreements	
Ask the employee to sign an arbitration agreement that states that all controversies and employment-related disputes will be resolved through arbitration and not litigation.	

If you're concerned about possible litigation, ask the employee to sign a settlement agreement. By signing such a document, the employee releases any claims against the company in exchange for payment. (Consult your attorney or an employment-law specialist to determine if a settlement agreement is necessary.)	
Give the employee photocopies of the signed agreements or ask them to sign duplicate copies.	
Paycheck, PTO Payout and Severance	
If today is the employee's last day, give them their final paycheck along with a check for accrued vacation or paid time off (PTO).	
Discuss any severance the employee will receive and explain how it will be paid out.	
Severance Pay and General Release agreement offered.	
Give the employee a letter that explains the terms of the severance package.	
Company-Owned Equipment	
Computer	
Company software returned	
Company cellular phone returned	
Company pager returned	
Company credit card returned	
Company phone card returned	
Employee identification card returned	
Building/office keys and access cards	
Parking permit or garage key	
Bank depository keys	
Uniforms	
Company vehicles returned	
Have the employee sign a document that states that they have returned all company property	
Expense and Transition Reports	
Instruct the employee to complete a final expense report and submit it on or before their last day	
If the employee will remain at the company for a set period of time, ask them to provide a transition report that details the projects they're working on.	
Exit Interview and Employee Assistance	
Conduct an exit interview (if appropriate) to learn from the employee's experience at the company	

Ask the employee if they have any questions or final comments	
Discuss any outplacement services or employee assistance the company will offer	
Exit interview given	
Exit interview prepared	
Office Operations	
Discontinue the employee's email account and network access	
Change sensitive access codes, including bank PINs and security codes	
Cancel phone and voicemail accounts	
Change locks	
Cancel appropriate magazine, newsletter and newspaper subscriptions	
Staff Notification	
Notify employees, clients and vendors about the termination and tell them who will handle the terminated employee's responsibilities	
Answer questions and concerns your staff has about the termination without disclosing any sensitive information or infringing on the terminated person's privacy	
Human Resources, Payroll and Security Departments have been notified of employee's departure	
Final expense report received, reviewed and approved, expense check prepared	
Final check prepared (includes all vacation pay, sick pay, accrued wages, bonuses, etc.)	
Notice of unemployment rights provided	
Termination Certification signed	
Profit sharing election forms provided.	
Company documents and files inventoried.	
Desk and working premises inventoried.	
Company has no further liability with the terminated employee.	

Supervisor's Signature: _____

Date: _____

Department: _____

Date: _____

INCORPORATION AFFIDAVIT OF LOST STOCK CERTIFICATE

This Affidavit of Lost Stock Certificate (the "Agreement") is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [STOCKHOLDER NAME] (the "Stockholder"), an individual/ a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

The undersigned Stockholder hereby declares, under penalty of perjury, as follows:

1. The undersigned is the owner of a total of [number of shares] shares of the Common Stock of [name of company], Inc., a [state where company incorporated] corporation (the "Company").
2. The undersigned has examined his, her or its records and, after diligent search, is unable to find the certificate or certificates representing such shares (the "Certificates") and believes that the Certificates were lost.
3. The undersigned has not transferred, sold, encumbered, or pledged any of the shares represented by the Certificates.
4. The undersigned releases the Company and any successor from any and all liability relating to the loss of the Certificates, or the issuance of new Certificates. The undersigned agrees to defend and indemnify and hold harmless the Company and any successor from any damage or loss caused by the loss of the Certificates.
5. In the event of discovery of the original Certificates, the undersigned agrees to return them promptly to the Company or any successor, marked "CANCELLED."CHA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

STOCKHOLDER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

ARTICLES OF ASSOCIATION

These Articles of Association (the "Agreement") is made and effective [DATE],

BETWEEN: [FIRST PARTNER NAME] (the "First Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTNER NAME] (the "Second Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

The parties agree to be partners under and by the name of [name of partnership association] and to engage in the business of [DESCRIBE], according to the following terms and provisions:

1. DURATION

The partnership association will commence on the execution of this agreement and continue for a period of [NUMBER] years, after which it may be continued for another period of [NUMBER] years, or for such time as the partners may then see fit.

2. CONTRIBUTION

Each of the partners is contributing the partner's skill and labor to the partnership, and it is understood that each partner will be paid wages or a salary for such labor as the partner may perform.

3. WAGES OR SALARIES

The members of the partnership shall constitute the committee of the whole, which committee shall fix the wages or salaries to be paid.

4. MANAGING PARTNER

To conduct and manage the affairs of the partnership, [NAME] shall be managing partner. [NAME] shall have the full authority to conduct, manage, operate, and arrange all the business affairs of the partnership, to hire and fire other employees needed to carry on the business, determine the wages and make contracts with the employees, enter into other contracts in the name of and for the partnership, and in general do anything ordinarily done by the manager of a business.

5. BOOKS OF ACCOUNT

One member of the partnership shall keep the books of account, and these books shall be open to examination by any member at any reasonable time. Entries shall consist of all money received and expended in and about the business, as well as all equipment or other material purchased for the partnership with partnership funds, and all other matters involving money of the partnership.

6. DIVISION OF PROFITS

At the end of each year, or at such time as the committee of the whole may decide, the profits of the partnership shall be distributed in the following proportions: [DESCRIBE]. It is agreed, however, that the expenses of the business shall be borne equally and that all operating expenses shall be deducted before profit is determined.

7. AMENDMENTS

It is agreed that this partnership agreement may be amended at any time or from time to time in the judgment of the partners, but such amendments shall be formal and written and signed by all of the partners.

IN WITNESS WHEREOF, the parties have executed this agreement at [designate place of execution] the day and year first above written.

FIRST PARTNER

SECOND PARTNER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

ARTICLES OF INCORPORATION

These Articles of Incorporation (the "Agreement") are made and effective [DATE],

BY: [INCORPORATOR NAME] (the "Incorporator"), an individual / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [REGISTERED AGENT NAME] (the "Registered Agent"), an individual / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. ARTICLES OF INCORPORATION OF [CORPORATION NAME]

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of [STATE/PROVINCE].

2. NAME

The name of the corporation shall be:

3. NATURE OF BUSINESS

This corporation may engage in or transact any and all lawful activities or business permitted under the laws of [COUNTRY], the State of [STATE/PROVINCE], or any other state, county, territory or nation.

4. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is [NUMBER] shares of common stock having a par value of [VALUE] per share.

5. ADDRESS

The street address of the initial registered office of the corporation shall be: [ADDRESS] and the name of the initial Registered Agent for the corporation at that address is: [NAME]

6. SPECIAL PROVISIONS

The stock of this corporation is intended to qualify under the requirements of Section [NUMBER] of the [LAW OR CODE] and the regulations issued thereunder. Such actions as may be necessary shall be deemed to have been taken by the appropriate officers to accomplish this compliance.

7. TERM OF EXISTENCE

This corporation shall exist perpetually.

8. LIMITATION OF LIABILITY

Each director, stockholder and officer, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him in connection with the defense of, or for advice concerning any claim asserted or proceeding brought against him by reason of his being or having been a director, stockholder or officer of the corporation or of any subsidiary of the corporation, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director, stockholder or officer may be entitled as a matter of law.

9. SELF DEALING

No contract or other transaction between the corporation and other corporations, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the corporation is or are interested in a contract or transaction, or are directors or officers of any other corporation, and any director or directors, individually or jointly, may be a party or parties to, or may be interested in such contract, act or transaction, or in any way connected with such person or person's firm or corporation, and each and every person who may become a director of the corporation is hereby relieved from any liability that might otherwise exist from this contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested. Any director of the corporation may vote upon any transaction with the corporation without regard to the fact that he is also a director of such subsidiary or corporation.

This corporation shall have a minimum of [NUMBER] director(s). The initial Board of Directors shall consist of:

[NAME] and [FUNCTION]

[NAME] and [FUNCTION]

10. DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT

The Registered Agent agrees and accepts service of process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above designated address) in some conspicuous place in the office as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

INCORPORATOR

REGISTERED AGENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

ACKNOWLEDGMENT

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____
Notary

(Seal)



ARTICLES OF INCORPORATION

NOT FOR PROFIT CORPORATION

These Articles of Incorporation (the "Agreement") are made and effective [DATE],

BY: [FIRST INCORPORATOR NAME] (the "First Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND INCORPORATOR NAME] (the "Second Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. ARTICLES OF INCORPORATION OF [NFP CORPORATION NAME]

The undersigned, acting as incorporators of a corporation under the Not for Profit Corporation Act of the State of [NAME], adopt the following articles of incorporation for such corporation:

2. NAME OF THE CORPORATION

The name of the corporation, hereinafter referred to as the "Corporation" is [NAME].

3. PERIOD OF DURATION

The period of duration of the Corporation is perpetual.

4. PURPOSES OF THE CORPORATION

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section [number] of [Revenue Code OR LAW], or corresponding section of any future federal tax code. The Corporation may receive and administer funds for scientific, religious, educational, and charitable purposes, within the meaning of Section [number] of [Revenue Code OR LAW] and to that end, the Corporation is empowered to hold any property, or any undivided interest therein, without limitation as to

amount or value; to dispose of any such property and to invest, reinvest, or deal with the principal or the income in such manner as, in the judgment of the directors, will best promote the purposes of the Corporation, without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, these Articles of Incorporation, the By-Laws of the Corporation, or any applicable laws, to do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its directors or officers except as permitted under the Not-for-Profit Corporation Law.

5. earnings

No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, officer of the Corporation, or any private individual, except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes, and no member, trustee, officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in or intervene in, including the publication or distribution of statements, any political campaign on behalf of any candidate for public office.

6. DISSOLUTION

Upon the dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation shall be distributed exclusively to one or more charitable, religious, scientific, testing for public safety, literary, or educational organizations which would then qualify under the provisions of Section [NUMBER] of the [Revenue Code OR LAW] and its Regulations as they now exist or as they may be hereafter amended, or to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

7. QUALIFICATIONS FOR MEMBERS

The qualifications for members and the manner of their admissions shall be regulated by the By-laws.

8. ADDRESS OF THE CORPORATION

The initial street address in the state of [NAME] of the initial registered office of the Corporation is [LOCATION], and the name of the initial registered agent at such address is [NAME].

9. TERRITORY

The territory in which the operations of the Corporation are principally to be conducted is [COUNTRY] and its territories and possessions, but the operations of the Corporation shall not be limited to such territory.

10. BOARD OF DIRECTORS

The initial board of directors shall consist of at least three (3) members, who need not be residents of the state of [NAME].

ELECTION OF DIRECTORS

The names and addresses of the persons who shall serve as directors until the first annual meeting of members, or until their successors shall have been elected and qualified, are as follows:

[DESCRIBE]

11. INCORPORATORS

The names and addresses of the initial incorporators are as follows:

[NAMES]

IN WITNESS WHEREOF, the undersigned have made and subscribed to these Articles of Incorporation at [LOCATION] on [DATE].

FIRST INCORPORATOR

SECOND INCORPORATOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ASSIGNMENT OF SHARES

This Assignment of Shares (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

3. For value received, which is acknowledged, the Assignor hereby assigns all interest and benefit to Assignee in the [CLASS] shares of [CORPORATION NAME] evidenced by Share Certificate No(s). [NUMBER(S)] (the "Shares").
4. The Assignor warrants the Assignee that the Shares are fully paid-up and that the Assignor owns the Shares free and clear of all encumbrances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSIGNOR

ASSIGNEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

BY-LAWS OF [CORPORATION]

These By-Laws of [CORPORATION] (the “Agreement”) are made and effective [DATE].

1. CORPORATE OFFICES

1.1. Principal Office

The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of [STATE/PROVINCE]. If the principal executive office is located outside [STATE/PROVINCE] and the corporation has one or more business offices in [STATE/PROVINCE], then the Board of Directors shall fix and designate a principal business office in [STATE/PROVINCE].

1.2. Other Offices

The Board of Directors may at any time establish branch or subordinate offices at any place or places.

2. MEETINGS OF SHAREHOLDERS

2.1. Place Of Meetings

Meetings of shareholders shall be held at any place within or outside the State of [STATE/PROVINCE] designated by the Board of Directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation or at any place consented to in writing by all persons entitled to vote at such meeting, given before or after the meeting and filed with the Secretary of the corporation.

2.2. Annual Meeting

An annual meeting of shareholders shall be held each year on a date and at a time designated by the Board of Directors. At that meeting, directors shall be elected. Any other proper business may be transacted at the annual meeting of shareholders.

2.3. Special Meetings

Special meetings of the shareholders may be called at any time, subject to the provisions of Sections 2.4 and 2.5 of these By-Laws, by the Board of Directors, the Chairman of the Board, the President or the holders of shares entitled to cast not less than [%] of the votes at that meeting.

If a special meeting is called by anyone other than the Board of Directors or the President or the Chairman of the Board, then the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by other written communication to the Chairman of the Board, the President, any Vice President or the Secretary of the corporation. The officer receiving the request forthwith shall cause notice to be given to the shareholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of these By-Laws, that a meeting will be held at the time requested by the person or persons calling the meeting, so long as that time is not less than [NUMBER] nor more than [NUMBER] days after the receipt of the request. If the notice is not given within [NUMBER]

days after receipt of the request, then the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the Board of Directors may be held.

2.4. Notice Of Shareholders' Meetings

All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 2.5 of these By-Laws not less than [NUMBER] (or, if sent by third-class mail pursuant to Section 2.5 of these By-Laws, not less than [NUMBER] nor more than [NUMBER] days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and no business other than that specified in the notice may be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of the mailing of the notice, intends to present for action by the shareholders, but, subject to the provisions of the next paragraph of this Section 2.4, any proper matter may be presented at the meeting for such action. The notice of any meeting at which Directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by the Board for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, (ii) an amendment of the Articles of Incorporation, pursuant to Section 902 of the Code, (iii) a reorganization of the corporation, (iv) a voluntary dissolution of the corporation, or (v) a distribution in dissolution other than in accordance with the rights of any outstanding preferred shares, then the notice shall also state the general nature of that proposal.

2.5. Manner Of Giving Notice; Affidavit Of Notice

Notice of a shareholders' meeting shall be given either personally or by first-class mail, or, if the corporation has outstanding shares held of record by [NUMBER] or more persons on the record date for the shareholders' meeting, notice may be sent by third-class mail, or other means of written communication, addressed to the shareholder at the address of the shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

If any notice (or any report referenced in Article VII of these By-Laws) addressed to a shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the [COUNTRY] Postal Service marked to indicate that the [COUNTRY] Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the shareholder upon written demand of the shareholder

at the principal executive office of the corporation for a period of [NUMBER] year from the date of the giving of the notice.

An affidavit of mailing of any notice or report in accordance with the provisions of this Section 2.5, executed by the Secretary, Assistant Secretary or any transfer agent, shall be prima facie evidence of the giving of the notice or report.

2.6. Quorum

Unless otherwise provided in the Articles of Incorporation of the corporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in the last sentence of the preceding paragraph.

2.7. Adjourned Meeting; Notice

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if its time and place are announced at the meeting at which the adjournment is taken. However, if the adjournment is for more than [NUMBER] days from the date set for the original meeting or if a new record date for the adjourned meeting is fixed, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 2.4 and 2.5 of these By-Laws. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

2.8. Voting

The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 2.11 of these By-Laws. Elections for directors and voting on any other matter at a shareholders' meeting need not be by ballot unless a shareholder demands election by ballot at the meeting and before the voting begins.

Except as provided in the last paragraph of this Section 2.8, or as may be otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of the shareholders. Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or may vote them against the proposal other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares

which the shareholder is entitled to vote. The affirmative vote of the majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Code or by the Articles of Incorporation.

At a shareholders' meeting at which directors are to be elected, a shareholder shall be entitled to cumulate votes either (i) by giving one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled or (ii) by distributing the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit, if the candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such a notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination. The candidates receiving the highest number of affirmative votes, up to the number of directors to be elected, shall be elected; votes against any candidate and votes withheld shall have no legal effect.

2.9. Validation Of Meetings; Waiver Of Notice; Consent

The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, are as valid as though they had been taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. Neither the business to be transacted at nor the purpose of any annual or special meeting of shareholders need be specified in any written waiver of notice or consent to the holding of the meeting or approval of the minutes thereof, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 2.4 of these By-Laws, the waiver of notice or consent or approval shall state the general nature of the proposal. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of and presence at that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by the Code to be included in the notice of such meeting but not so included, if such objection is expressly made at the meeting.

2.10. Shareholder Action By Written Consent Without A Meeting

Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors. However, a director may be elected at any time to fill any vacancy on the Board

of Directors, provided that it was not created by removal of a director and that it has not been filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors.

All such consents shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxy holders, may revoke the consent by a writing received by the Secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, the Secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 2.5 of these By-Laws. In the case of approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, (ii) indemnification of a corporate agent, (iii) a reorganization of the corporation, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, the notice shall be given at least [NUMBER] days before the consummation of any action authorized by that approval, unless the consents of all shareholders entitled to vote have been solicited in writing.

2.11. Record Date For Shareholder Notice; Voting; Giving Consents

In order that the corporation may determine the shareholders entitled to notice of any meeting or to vote, the Board of Directors may fix, in advance, a record date, which shall not be more than [NUMBER] days nor less than [NUMBER] days prior to the date of such meeting nor more than [NUMBER] days before any other action. Shareholders at the close of business on the record date are entitled to notice and to vote, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation or the Code.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record date if the meeting is adjourned for more than [NUMBER] days from the date set for the original meeting.

If the Board of Directors does not so fix a record date:

- i. The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.
- ii. The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action by the Board has been taken, shall be at the close

of business on the day on which the Board adopts the resolution relating thereto, or the [NUMBER] day prior to the date of such other action, whichever is later.

The record date for any other purpose shall be as provided in Section 8.1 of these By-Laws.

2.12. Proxies

Every person entitled to vote for directors, or on any other matter, shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Secretary of the corporation. A proxy shall be deemed signed if the shareholder's name or other authorization is placed on the proxy (whether by manual signature, typewriting, telegraphic or electronic transmission or otherwise) by the shareholder or the shareholder's attorney-in-fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) the person who executed the proxy revokes it prior to the time of voting by delivering a writing to the corporation stating that the proxy is revoked or by executing a subsequent proxy and presenting it to the meeting or by attendance at such meeting and voting in person, or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of [NUMBER] months from the date thereof, unless otherwise provided in the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed.

2.13. Inspectors Of Election

In advance of any meeting of shareholders, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed or designated or if any persons so appointed fail to appear or refuse to act, then the Chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election (or persons to replace those who so fail to appear) at the meeting. The number of inspectors shall be either [NUMBER] or [NUMBER]. If appointed at a meeting on the request of [NUMBER] or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether [NUMBER] or [NUMBER] inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

3. DIRECTORS

3.1. Powers

Subject to the provisions of the Code and any limitations in the Articles of Incorporation and these By-Laws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

3.2. Number Of Directors

The authorized number of directors of the corporation shall be [NUMBER].

3.3. Election And Term Of Office Of Directors

At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation, or removal of such a director.

3.4. Removal

The entire Board of Directors or any individual director may be removed from office without cause by the affirmative vote of a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election at which the same total number of votes cast were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

3.5. Resignation And Vacancies

Any director may resign effective upon giving oral or written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

Vacancies on the Board of Directors may be filled by a majority of the remaining directors, or if the number of directors then in office is less than a quorum by (i) unanimous written consent of the directors then in office, (ii) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice, or (iii) a sole remaining director; however, a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum), or by the unanimous written consent of all shares entitled to vote thereon. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified, or until his or her death, resignation or removal.

A vacancy or vacancies in the Board of Directors shall be deemed to exist (i) in the event of the death, resignation or removal of any director, (ii) if the Board of Directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, (iii) if the authorized number of directors is increased, or (iv) if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be elected at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent, other than to fill a vacancy created by removal, shall require the consent of the holders of a majority of the outstanding shares entitled to vote thereon. A director may not be elected by written consent to fill a vacancy created by removal except by unanimous consent of all shares entitled to vote for the election of directors.

3.6. Place Of Meetings; Meetings By Telephone

Regular meetings of the Board of Directors may be held at any place within or outside the State of [STATE/PROVINCE] that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board may be held at any place within or outside the State of [STATE/PROVINCE] that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the corporation.

Members of the Board may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all directors participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

3.7. Regular Meetings

Regular meetings of the Board of Directors may be held without notice if the time and place of such meetings are fixed by the Board of Directors.

3.8. Special Meetings; Notice

Subject to the provisions of the following paragraph, special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any [NUMBER] directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail, telegram, charges prepaid, or by telecopier, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the [COUNTRY] mail at least [NUMBER] days before the time of the holding of the meeting. If the notice is delivered personally or by telephone or by telecopier or telegram, it shall be delivered personally or by telephone or by telecopier or to the telegraph company at least [NUMBER] hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a

person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting.

3.9. Quorum

A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 3.11 of these By-Laws. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, subject to the provisions of [SPECIFY] (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), [SECTION OF CODE OR LAW] (as to appointment of committees), [SECTION OF CODE OR LAW] (as to indemnification of directors), the Articles of Incorporation, and other applicable law.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

3.10. Waiver Of Notice

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A waiver of notice need not specify the purpose of any regular or special meeting of the Board of Directors.

3.11. Adjournment

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

3.12. Notice Of Adjournment

If the meeting is adjourned for more than [NUMBER] hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

3.13. Board Action By Written Consent Without A Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

3.14. Fees And Compensation Of Directors

Directors and members of committees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by resolution of the Board of Directors. This Section

3.14 shall not be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation for those services.

3.15. Approval Of Loans To Officers

If these By-Laws have been approved by the corporation's shareholders in accordance with the Code, the corporation may, upon the approval of the Board of Directors alone, make loans of money or property to, or guarantee the obligations of, any officer of the corporation or of its parent, if any, whether or not a director, or adopt an employee benefit plan or plans authorizing such loans or guaranties provided that (i) the Board of Directors determines that such a loan or guaranty or plan may reasonably be expected to benefit the corporation, (ii) the corporation has outstanding shares held of record by [NUMBER] or more persons (determined as provided in [SECTION OF CODE]) on the date of approval by the Board of Directors, and (iii) the approval of the Board of Directors is by a vote sufficient without counting the vote of any interested director or directors. Notwithstanding the foregoing, the corporation shall have the power to make loans permitted by the Code.

4. COMMITTEES

4.1. Committees Of Directors

The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of [NUMBER] or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized number of directors. Any such committee shall have authority to act in the manner and to the extent provided in the resolution of the Board and may have all the authority of the Board, except with respect to:

- xv. The approval of any action which, under the Code, also requires shareholders' approval or approval of the outstanding shares.
- xvi. The filling of vacancies on the Board of Directors or in any committee.
- xvii. The fixing of compensation of the directors for serving on the Board or on any committee.
- xviii. The amendment or repeal of these By-Laws or the adoption of new By-Laws.
- xix. The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable.
- xx. A distribution to the shareholders of the corporation, except at a rate, in a periodic amount or within a price range set forth in the Articles of Incorporation or determined by the Board of Directors.

xxi. The appointment of any other committees of the Board of Directors or the members thereof.

4.2. Meetings And Action Of Committees

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these By-Laws, Section 3.6 (place of meetings), Section 3.7 (regular meetings), Section 3.8 (special meetings and notice), Section 3.9 (quorum), Section 3.10 (waiver of notice), Section 3.11 (adjournment), Section 3.12 (notice of adjournment), and Section 3.13 (action without meeting), with such changes in the context of those By-Laws as are necessary to substitute the committee and its members for the Board of Directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the Board of Directors, and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these By-Laws.

5. OFFICERS

5.1. Officers

The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3 of these By-Laws. Any number of offices may be held by the same person.

5.2. Appointment Of Officers

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5 of these By-Laws, shall be chosen by the Board and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

5.3. Subordinate Officers

The Board of Directors may appoint, or may empower the Chairman of the Board or the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

5.4. Removal And Resignation Of Officers

Subject to the rights, if any, of an officer under any contract of employment, all officers serve at the pleasure of the Board of Directors and any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting of the Board or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5. Vacancies In Offices

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to that office.

5.6. Chairman Of The Board

The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors or as may be prescribed by these By-Laws. If there is no President, then the Chairman of the Board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 5.7 of these By-Laws.

5.7. President

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the corporation. The President shall preside at all meetings of the shareholders and, in the absence or nonexistence of a Chairman of the Board, at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws.

5.8. Vice Presidents

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a Vice President designated by the Board of Directors, shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these By-Laws, the President or the Chairman of the Board.

5.9. Secretary

The Secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors, committees of directors and shareholders. The minutes shall show the time and place of each meeting, whether regular or special, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation. The Secretary shall give notice of all meetings of the shareholders and of the Board of Directors required to be given by law or by these By-Laws. The Secretary shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-Laws.

5.10. Chief Financial Officer

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares.

The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-Laws.

6. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

6.1. Indemnification Of Directors

The corporation shall, to the maximum extent and in the manner permitted by the Code, indemnify each of its directors against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in [SECTION OF CODE OR LAW]), arising by reason of the fact that such person is or was a director of the corporation. For purposes of this Article VI, a director of the corporation includes any person (i) who is or was a director of the corporation, (ii) who is or was serving at the request of the corporation as a director of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was a director of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.2. Indemnification Of Others

The corporation shall have the power, to the extent and in the manner permitted by the Code, to indemnify each of its employees, officers, and agents (other than directors) against expenses (as defined in [SECTION OF CODE OR LAW]), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined [SECTION OF CODE OR LAW]), arising by reason of the fact that such person is or was an employee, officer, or agent of the corporation. For purposes of this Article VI, an employee or officer or agent of the corporation (other than a director) includes any person (i) who is or was an employee, officer, or agent of the corporation, (ii) who is or was serving at the request of the corporation as an employee, officer, or

agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was an employee, officer, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.3. Payment Of Expenses In Advance

Expenses and attorneys' fees incurred in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Section 6.1, or if otherwise authorized by the Board of Directors, shall be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

6.4. Indemnity Not Exclusive

The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of shareholders or directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

6.5. Insurance Indemnification

The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against or incurred by such person in such capacity or arising out of that person's status as such, whether or not the corporation would have the power to indemnify that person against such liability under the provisions of this Article VI.

6.6. Conflicts

No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears:

- v. That it would be inconsistent with a provision of the Articles of Incorporation, these By-Laws, a resolution of the shareholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- vi. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

6.7. Right To Bring Suit

If a claim under this Article is not paid in full by the corporation within [NUMBER] days after a written claim has been received by the corporation (either because the claim is denied or because no determination is made), the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim

and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. The corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Code for the corporation to indemnify the claimant for the claim. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because he or she has met the applicable standard of conduct, if any, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

6.8. Indemnity Agreements

The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board of Directors so determines and to the extent permitted by applicable law, greater than, those provided for in this Article VI.

6.9. Amendment, Repeal Or Modification

Any amendment, repeal or modification of any provision of this Article VI shall not adversely affect any right or protection of a director or agent of the corporation existing at the time of such amendment, repeal or modification.

7. RECORDS AND REPORTS

7.1. Maintenance And Inspection Of Share Register

The corporation shall keep either at its principal executive office or at the office of its transfer agent or registrar (if either be appointed), as determined by resolution of the Board of Directors, a record of its shareholders listing the names and addresses of all shareholders and the number and class of shares held by each shareholder.

The record of shareholders shall also be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate.

A shareholder or shareholders of the corporation holding at least [%] in the aggregate of the outstanding voting shares of the corporation or who hold at least [%] of such voting shares and have filed a Schedule [IDENTIFY] with the [GOVERNMENT AGENCY] relating to the election of directors, shall have an absolute right to do

either or both of the following (i) inspect and copy the record of shareholders' names, addresses, and shareholdings during usual business hours upon [NUMBER] days' prior written demand upon the corporation, or (ii) obtain from the transfer agent for the corporation, upon written demand and upon the tender of such transfer agent's usual charges for such list (the amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The list shall be made available on or before the later of [NUMBER] business days after the demand is received or the date specified therein as the date as of which the list is to be compiled.

Any inspection and copying under this Section 7.1 may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

7.2. Maintenance And Inspection Of By-Laws

The corporation shall keep at its principal executive office or, if its principal executive office is not in the State of [STATE/PROVINCE], at its principal business office in [STATE/PROVINCE], the original or a copy of these By-Laws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of [STATE/PROVINCE] and the corporation has no principal business office in such state, then it shall, upon the written request of any shareholder, furnish to such shareholder a copy of these By-Laws as amended to date.

7.3. Maintenance And Inspection Of Other Corporate Records

The accounting books and records and the minutes of proceedings of the shareholders and the Board of Directors, and committees of the Board of Directors shall be kept at such place or places as are designated by the Board of Directors or, in absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

The minutes and accounting books and records shall be open to inspection upon the written demand on the corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as the holder of a voting trust certificate. Such inspection by a shareholder or holder of a voting trust certificate may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts. Such rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

7.4. Inspection By Directors

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation and each of its subsidiary corporations, domestic or foreign. Such inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts.

7.5. Annual Report To Shareholders; Waiver

The Board of Directors shall cause an annual report to be sent to the shareholders not later than [NUMBER] days after the close of the fiscal year adopted by the corporation. Such report shall be sent to the shareholders at least [NUMBER] (or, if sent by third-class mail, [NUMBER]) days prior to the annual meeting of shareholders to be held during the next fiscal year and in the manner specified in Section 2.5 of these By-Laws for giving notice to shareholders of the corporation.

The annual report shall contain a balance sheet as of the end of the fiscal year and an income statement and statement of changes in financial position for the fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that the statements were prepared without audit from the books and records of the corporation.

The foregoing requirement of an annual report shall be waived so long as the shares of the corporation are held by fewer than [NUMBER] holders of record.

7.6. Financial Statements

If no annual report for the fiscal year has been sent to shareholders, then the corporation shall, upon the written request of any shareholder made more than [NUMBER] days after the close of such fiscal year, deliver or mail to the person making the request, within [NUMBER] days thereafter, a copy of a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

A shareholder or shareholders holding at least [%] of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than [NUMBER] days prior to the date of the request and a balance sheet of the corporation as of the end of that period. The statements shall be delivered or mailed to the person making the request within [NUMBER] days thereafter. A copy of the statements shall be kept on file in the principal office of the corporation for [NUMBER] months and it shall be exhibited at all reasonable times to any shareholder demanding an examination of the statements or a copy shall be mailed to the shareholder. If the corporation has not sent to the shareholders its annual report for the last fiscal year, the statements referred to in the first paragraph of this Section 7.6 shall likewise be delivered or mailed to the shareholder or shareholders within [NUMBER] days after the request.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that the financial statements were prepared without audit from the books and records of the corporation.

7.7. Representation Of Shares Of Other Corporations

The Chairman of the Board, the President, any Vice President, the Chief Financial Officer, the Secretary or Assistant Secretary of this corporation, or any other person authorized by the Board of Directors or the President or a Vice President, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident

to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

8. GENERAL MATTERS

8.1. Record Date For Purposes Other Than Notice And Voting

For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than with respect to notice or voting at a shareholders meeting or action by shareholders by written consent without a meeting), the Board of Directors may fix, in advance, a record date, which shall not be more than [NUMBER] days prior to any such action. Only shareholders of record at the close of business on the record date are entitled to receive the dividend, distribution or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation or the Code.

If the Board of Directors does not so fix a record date, then the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto or the [NUMBER] day prior to the date of that action, whichever is later.

8.2. Checks; Drafts; Evidences Of Indebtedness

From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.3. Corporate Contracts And Instruments: How Executed

The Board of Directors, except as otherwise provided in these By-Laws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.4. Certificates For Shares

A certificate or certificates for shares of the corporation shall be issued to each shareholder when any of such shares are fully paid. The Board of Directors may authorize the issuance of certificates for shares partly paid provided that these certificates shall state the total amount of the consideration to be paid for them and the amount actually paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the Vice

Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be by facsimile.

In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

8.5. Lost Certificates

Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation or its transfer agent or registrar and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed (as evidenced by a written affidavit or affirmation of such fact), authorize the issuance of replacement certificates on such terms and conditions as the Board may require; the Board may require indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

8.6. Construction; Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Code shall govern the construction of these By-Laws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term person includes both a corporation and a natural person.

9. AMENDMENTS

9.1. Amendment By Shareholders

New By-Laws may be adopted or these By-Laws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of Incorporation of the corporation set forth the number of authorized Directors of the corporation, then the authorized number of Directors may be changed only by an amendment of the Articles of Incorporation.

9.2. Amendment By Directors

Subject to the rights of the shareholders as provided in Section 9.1 of these By-Laws, By-Laws, other than a By-Law or an amendment of a By-Law changing the authorized number of directors (except to fix the authorized number of directors pursuant to a By-Law providing for a variable number of directors), may be adopted, amended or repealed by the Board of Directors.

9.3. Record Of Amendments

Whenever an amendment or new By-Law is adopted, it shall be copied in the book of minutes with the original By-Laws. If any By-Law is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

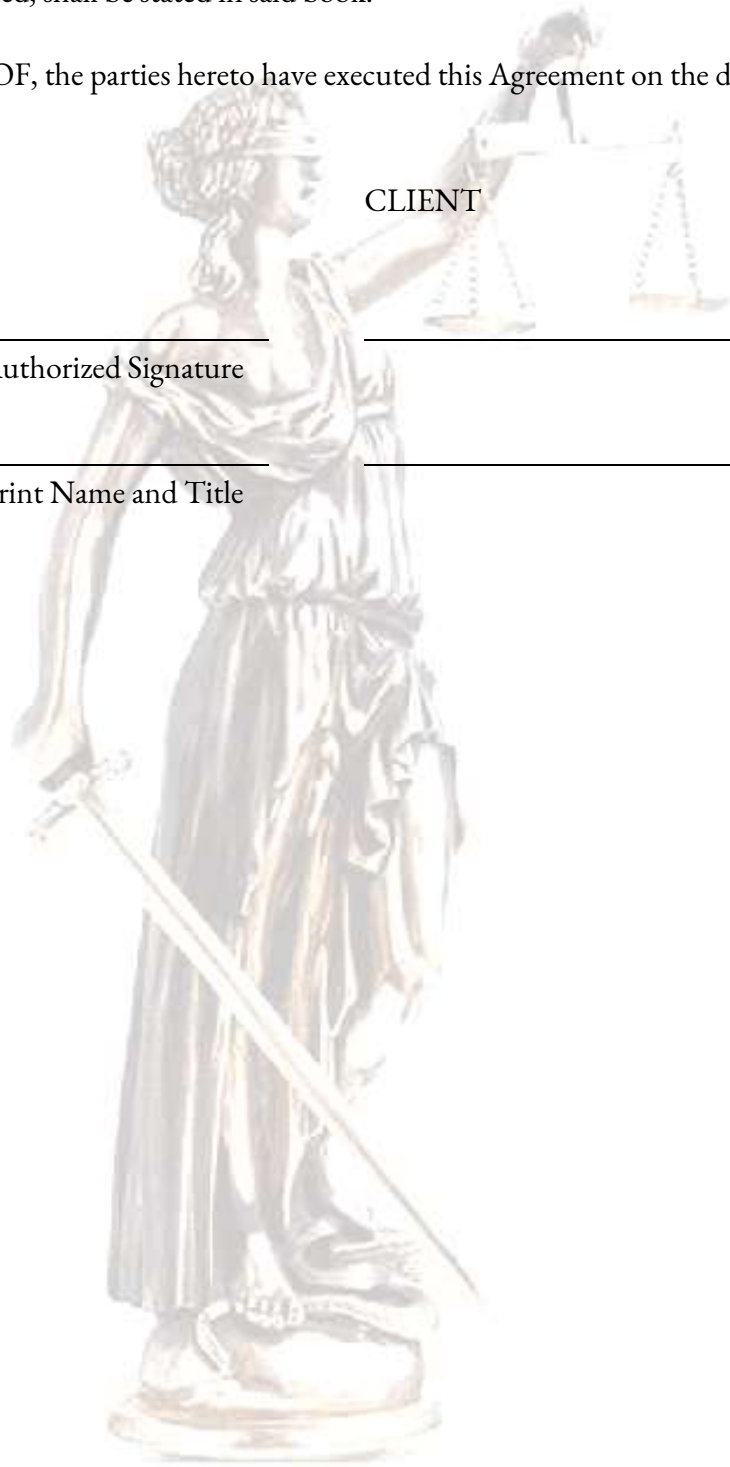
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



CERTIFICATION OF BY-LAWS

Reference in these By-Laws to any provision of the [STATE/PROVINCE] Corporations Code shall be deemed to include all amendments thereof.

I, the undersigned, do hereby certify:

7. That I am the duly elected and acting Secretary of [Name of Corporation], a [STATE/PROVINCE] corporation.
8. That the foregoing By-Laws constitute the By-Laws of said corporation as adopted by the Directors of said corporation by unanimous written consent at a duly called and held meeting of the Board of Directors on [DATE].
9. The foregoing By-Laws were also adopted by the shareholders of said corporation by unanimous written consent at a duly called and held meeting of the shareholders on [DATE].

IN WITNESS WHEREOF, I have hereunto subscribed my name this [DAY] of [DATE].

SECRETARY

Authorized Signature

Print Name and Title

BY-LAWS OF [NOT FOR PROFIT CORPORATION]

These By-Laws of [NFP CORPORATION] (the “Agreement”) are made and effective [DATE].

1. ORGANIZATION

- a. The name of the organization shall be [NAME].
- b. The organization may at its pleasure by a vote of the membership body change its name.

2. PURPOSES

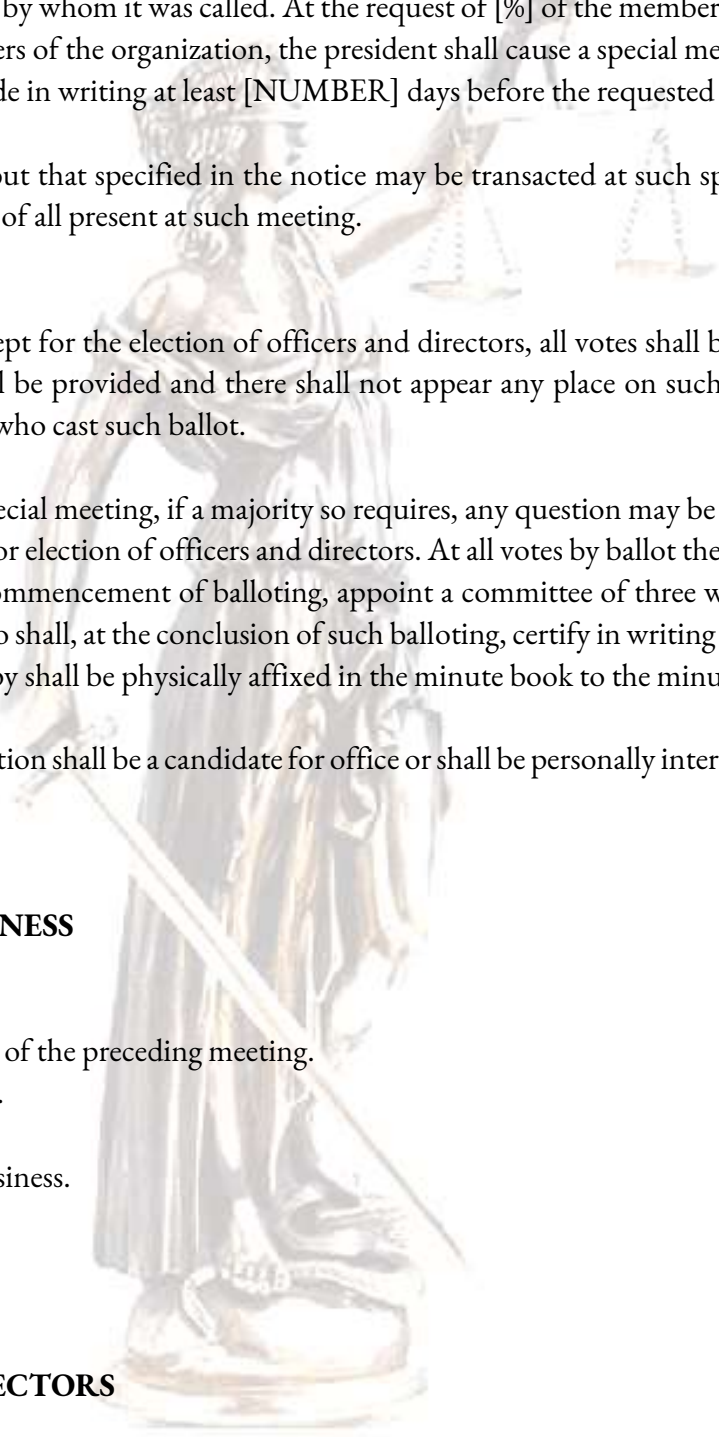
The following are the purposes for which this organization has been organized: [DESCRIBE]

3. MEMBERSHIP

Membership in this organization shall be open to all who [DESCRIBE].

4. MEETINGS

- a. The annual membership meeting of this organization shall be held on the [DAY] of [MONTH] each and every year except if such day be a legal holiday, then and in that event, the Board of Directors shall fix the day but it shall not be more than two weeks from the date fixed by these By-Laws.
- b. The Secretary shall cause to be mailed to every member in good standing at his address as it appears in the membership roll book in this organization a notice telling the time and place of such annual meeting.
- c. Regular meetings of this organization shall be held [LOCATION].
- d. The presence of not less than [%] of the members shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser percentage may adjourn the meeting for a period of not more than [NUMBER] weeks from the date scheduled by these By-Laws and the secretary shall cause a notice of this scheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

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- e. Special meetings of this organization may be called by the president when he deems it for the best interest of the organization. Notices of such meeting shall be mailed to all members at their addresses as they appear in the membership roll book at least [NUMBER] days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom it was called. At the request of [%] of the members of the Board of Directors or [%] of the members of the organization, the president shall cause a special meeting to be called but such request must be made in writing at least [NUMBER] days before the requested scheduled date.
 - f. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

5. VOTING

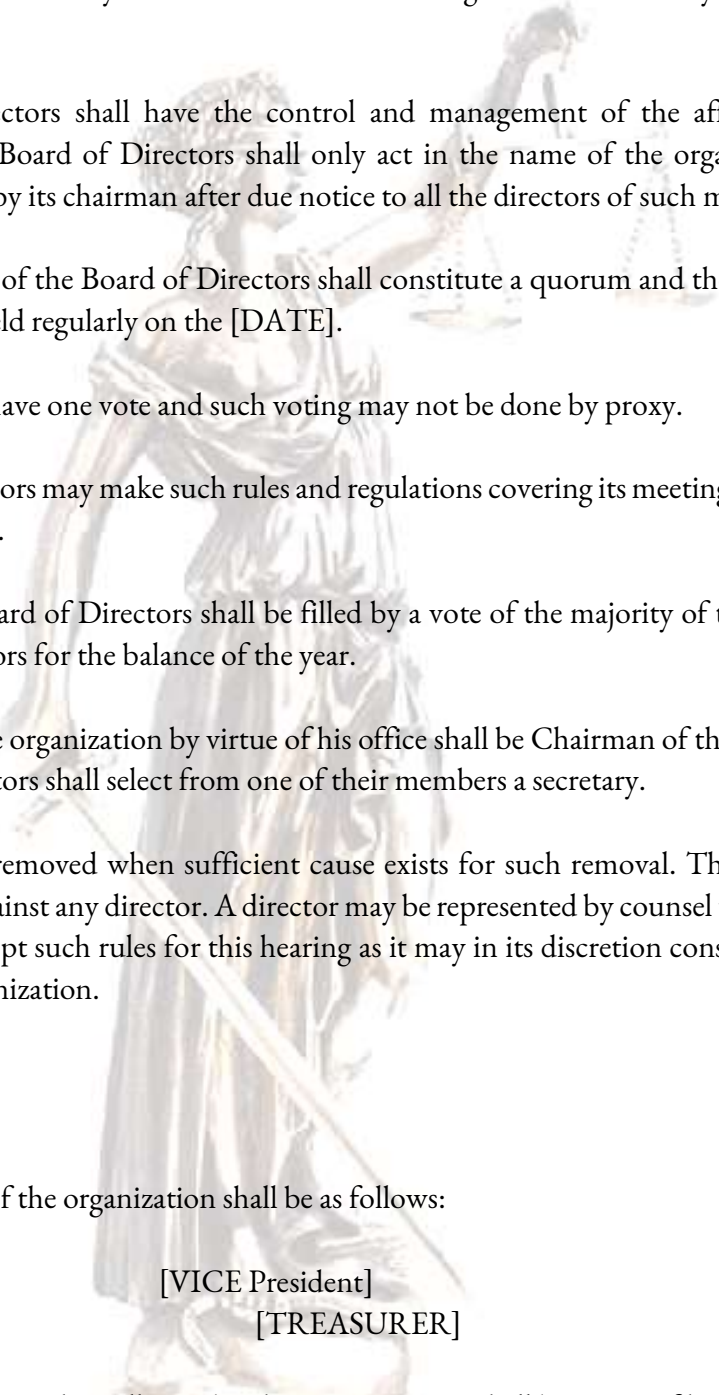
- a. At all meetings, except for the election of officers and directors, all votes shall be by voice. For election of officers, ballots shall be provided and there shall not appear any place on such ballot that might tend to indicate the person who cast such ballot.
- b. At any regular or special meeting, if a majority so requires, any question may be voted upon in the manner and style provided for election of officers and directors. At all votes by ballot the chairman of such meeting shall, prior to the commencement of balloting, appoint a committee of three who shall act as "Inspectors of Election" and who shall, at the conclusion of such balloting, certify in writing to the chairman the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting.
- c. No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

6. ORDER OF BUSINESS

1. Roll Call.
2. Reading of the Minutes of the preceding meeting.
3. Reports of Committees.
4. Reports of Officers.
5. Old and Unfinished Business.
6. New Business.
7. Adjournments.

7. BOARD OF DIRECTORS

- a. The business of this organization shall be managed by a Board of Directors consisting of [#] members, together with the officers of this organization. At least one of the directors elected shall be a resident of the State of [STATE/PROVINCE] and a citizen of [COUNTRY].

- 
- b. The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers of this organization and they shall serve for a term of [NUMBER] years.
 - c. The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened by its chairman after due notice to all the directors of such meeting.
 - d. [%] of the members of the Board of Directors shall constitute a quorum and the meetings of the Board of Directors shall be held regularly on the [DATE].
 - e. Each director shall have one vote and such voting may not be done by proxy.
 - f. The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.
 - g. Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.
 - h. The President of the organization by virtue of his office shall be Chairman of the Board of Directors.
 - i. The Board of Directors shall select from one of their members a secretary.
 - j. A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A director may be represented by counsel upon any removal hearing. The Board shall adopt such rules for this hearing as it may in its discretion consider necessary for the best interests of the organization.

8. OFFICERS

- a. The initial officers of the organization shall be as follows:

[President]	[VICE President]
[SECRETARY]	[TREASURER]

- b. The President shall preside at all membership meetings. He shall by virtue of his office be Chairman of the Board of Directors. He shall present at each annual meeting of the organization an annual report of the work of the organization. He shall appoint all committees, temporary or permanent. He shall see all books, reports and certificates required by law are properly kept or filed. He shall be one of the officers who may

sign the checks or drafts of the organization. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

- c. The Vice President shall in the event of the absence or inability of the President to exercise his office become acting president of the organization with all the rights, privileges and powers as if he had been the duly elected president.
- d. The Secretary shall keep the minutes and records of the organization in appropriate books. It shall be his duty to file any certificate required by any statute, federal or state. He shall give and serve all notices to members of this organization. He shall be the official custodian of the records and seal. He may be one of the officers required to sign the checks and drafts of the organization. He shall present to the membership at any meetings any communication addressed to him as Secretary of the organization. He shall submit to the Board any communications which shall be addressed to him as Secretary of the organization. He shall attend to all correspondence of the organization and shall exercise all duties incident to the office of Secretary.
- e. The Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding [AMOUNT] and the balance of the funds of the organization shall be deposited in a savings bank except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a non-profit corporation in this state. He must be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it. He shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting. He shall exercise all duties incident to the office of Treasurer.
- f. Officers shall by virtue of their office be members of the Board of Directors.
- g. No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as a director or officer.

9. SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary for the conduct of the business of the organization.

10. COMMITTEES

All committees of this organization shall be appointed by the Board of Directors and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board of Directors.

The permanent committees shall be: [DESCRIBE]

11. DUES

The dues of this organization shall be [AMOUNT] per annum and shall be payable on [DATE].

12. AMENDMENTS

These By-Laws may be altered, amended, repealed or added to by an affirmative vote of not less than [%] of the members.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

PRESIDENT

VICE PRESIDENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SECRETARY

TREASURER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



CERTIFICATE OF INCORPORATION OF [NAME]

This Certificate of Incorporation of [NAME] (the "Agreement") is made and effective [DATE],

BY: [INCORPORATOR NAME] (the "Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. NAME OF CORPORATION

The name of the corporation is [Name of Corporation].

2. ADDRESS OF CORPORATION

The address of the registered office of the corporation in the State of [STATE/PROVINCE]. The name of its registered agent at that address is [NAME].

3. PURPOSE OF CORPORATION

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the [General Corporation Law] of the State of [STATE/PROVINCE].

4. TOTAL NUMBER AND VALUE OF SHARES

The total number of shares of stock which the corporation has authority to issue is [NUMBER] shares, all of which shall be Common Stock, [AMOUNT] par value per share.

5. BOARD OF DIRECTORS

The Board of Directors of the corporation shall have the power to adopt, amend or repeal By-Laws of the corporation, but the stockholders may make additional By-Laws and may alter or repeal any By-Law whether adopted by them or otherwise.

6. ELECTION OF DIRECTORS

Election of directors need not be by written ballot except and to the extent the By-Laws of the corporation shall so provide.

7. LIABILITIES

To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the [General Corporation Law] is hereafter amended to authorized the further elimination or limitation of the liability of a director, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the [General Corporation Law], as so amended.

Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

INCORPORATOR

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CHECKLIST FOR ISSUING STOCK

If you are planning to issue stock, there are a number of important steps that should be undertaken, including the following. This document is not intended to substitute for legal advice nor legal wording provided by a competent advisor in the relevant legal jurisdiction.

Board & Shareholder Approval

The Board of Directors of the company should approve the offer and sale of the stock, any agreements for the sale and the filing of any needed governmental documents. This can be accomplished through resolutions adopted at a Board meeting or by written unanimous consent.

Approval of the shareholders may also be necessary, especially if the Articles of Incorporation of the company are being amended. Amendment of the Articles will typically require approval by the holders of the majority of the outstanding shares.

Review the Company Charter

The company's charter (Articles of Incorporation or Certificate of Incorporation) should be reviewed to ensure that you have enough shares authorized to allow the new issuance.

Review Compliance With Securities Laws

Before an offer or sale of stock can be made, you need to ensure that the proper steps have been taken to comply with the federal securities laws and the securities laws of the states where the offers or sales of stock are made. Typically, you will want to find a private placement type of exemption to avoid the costly procedures of conducting a registered offering.

Prepare Appropriate Agreements

The sale of the stock should be documented by appropriate agreements. When the transaction is not really negotiated, such as the sale of Common Stock to friends and family, a Subscription Agreement may be appropriate. If the transaction involves venture capitalists or strategic investors, then a more detailed negotiated Stock Purchase Agreement will be necessary.

Review How the Sale Will Affect Future Action

The company should review how this stock offering might affect future financings. Ideally, the stock issuance should not unduly restrict the ability of the company to issue additional stock in the future.

Price and Number of Shares

The appropriate price for the shares and the number of shares to be issued need to be established. The dilution to the existing shareholders resulting from the new issuance must be reviewed and determined acceptable.

Make Securities Law Filings

Make sure to make the required filings with the SEC generally within 15 days of the stock sale.

Stock Certificate

After the sale, the company should issue a stock certificate, signed by the appropriately authorized officers of the company. It will be useful to keep a copy of the stock certificate in the company records. The certificate should include any appropriate legends and be dated and numbered.

Stock Ledger

The issuance of stock should be recorded on the company's Stock Ledger, showing the date issued, consideration paid, name and address of each shareholder, certificate number and other relevant information.

CHECKLIST FOR CONTENT OF PRIVATE PLACEMENT MEMORANDUMS

Not all items are relevant in all contractual situations. The following checklist is, however, a basic and general guide as to what provisions it may be important to include, or at least consider, in the business contracts that you enter into.

Securities Legends

Suitability Standards for Investor

Summary of the Securities Offering

Risk Factors

Capitalization of the Company

Use of Proceeds from the Securities Offering

Dilution

Plan of Distribution of the Securities

Management's Analysis of Financial Condition & Results of Operation

The Business of the Company

Management and Compensation

Specific Transactions

Principal Shareholders & Description of Capital Stock of the Company

Terms of the Securities Offered

Tax & Legal Matters

Documents Available for Inspection

Financial Statements & Selected Financial Data

Projections

Exhibits

CHECKLIST FOR DRAFTING LIMITED PARTNERSHIP AGREEMENTS

Not all items are relevant in all contractual situations. In some situations, other provisions may be appropriate that are not listed below. The following checklist is, however, a basic and general guide as to what provisions to include in the contracts that you enter into. This document is not intended to substitute for legal advice nor legal wording provided by a competent advisor in the relevant legal jurisdiction.

GENERAL

Under what state law will the partnership be formed?

What is the name of the partnership? Has the name been checked with the Secretary of State?

What is the purpose of the partnership?

What is the term of the partnership?

Who is the general partner(s)?

Who is the agent for service of process?

Is the general partner a limited liability entity?

Capital contributions

What is the initial capital contribution of the general and limited partner?

Will partners be required to make additional contributions if necessary?

What happens if a partner fails to make a required capital contribution?

Is the approval of only the general partner required for the admission of new limited partners?

Are partners allowed to withdraw their capital contributions? If so, under what circumstances?

Is a partner entitled to interest on his or her capital contributions?

Does any partner have any priority on distributions over any other partners?

allocations

How are distributions to be divided among the partners?

How are tax allocations made?

Will the general partner be obligated to make up capital accounts?

When are distributions to be made?

Will there be special distributions required to be made to at least pay for tax on each partner's pro rate income from the partnership?

management of the partnership

How broad are the management powers of the general partner? What are the limitations?

If more than one general partner, what actions require the consent of all of the general partners?

Is the general partner obligated to devote any particular amount of time to partnership matters?

Is the general partner and its affiliates free to engage in other activities?

Is there any limit on the general partner's right to form other partnerships?

Will the general partner be broadly protected from liability?

Will the general partner be indemnified for acts taken on behalf of the partnership?

Under what circumstances might the general partner be liable to the partners for acts or omissions?

What specific duties does the general partner have?

compensation to the general partner

What fees is the general partner entitled to?

What reimbursements is the general partner entitled to?

Is the general partner entitled to incentive compensation or a carried interest?

books, records, accounts and reports

What books and records are to be maintained by the partnership?

What access rights will the limited partners have to partnership books and records?

What reports will the limited partners be required to receive?

Who will be the tax matters partner?

voting rights

What voting rights will the limited partners have?

What major actions can the general partners take without limited partner approval?

meetings

Where will meetings be held?

How can meetings be called?

What notices for meetings must be given?

What quorum is necessary for meetings?

Can actions be taken by written consent of the partners?

assignment of interests

Does the general partner have the right to assign its interest in distributions?

What rights does an assignee of a limited partner's interest get?

In what situations will assignment be prohibited?

What are the procedures for substitution of limited partners?

What happens on the death, incompetency or bankruptcy of a limited partner?

termination of a general partner

Under what circumstances can the general partner voluntarily withdraw as the general partner of the partnership?

What are the events that will result in the general partner ceasing to be the general partner of the partnership?

Under what circumstances can the limited partners remove the general partner?

What happens to the general partner's interest when it has ceased to be the general partner?

DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

Under what circumstances will the partnership be dissolved?

Under what circumstances can the partnership continue notwithstanding a technical dissolution?

How are distributions to be made on liquidation of the partnership?

miscellaneous

Which amendments to the partnership agreement can be effected solely by the general partner, without the consent of the limited partners?

How are other amendments to the partnership agreement to be effected?

When will amendments to the partnership's Certificate of Limited Partnership have to be made?

What power of attorney is granted to the general partner?

Is there an arbitration clause that governs any disputes among the partners?

Are the limited partners liable in circumstances other than for their capital contributions?



CHECKLIST FOR FORMATION OF A CORPORATION

This document is not intended to substitute for legal advice nor legal wording provided by a competent advisor in the relevant legal jurisdiction.

Corporate Name

Yes No Has the name of the corporation been checked to see if it is available?

Yes No Has a trademark/trade name search been done to check if there are any confusingly
 similar names being used?

Incorporation Documents

Yes No Have the Articles of Incorporation (or Certificate of Incorporation) been filed?

Yes No Has the Action of Incorporator appointing the initial directors and adopting Bylaws
 been signed?

Yes No Has the Organizational Board of Directors Resolutions been signed by all directors?

Yes No Have the Bylaws been certified by the Secretary as adopted?

Yes No Have the shareholders approved the Bylaws and any other necessary matters?

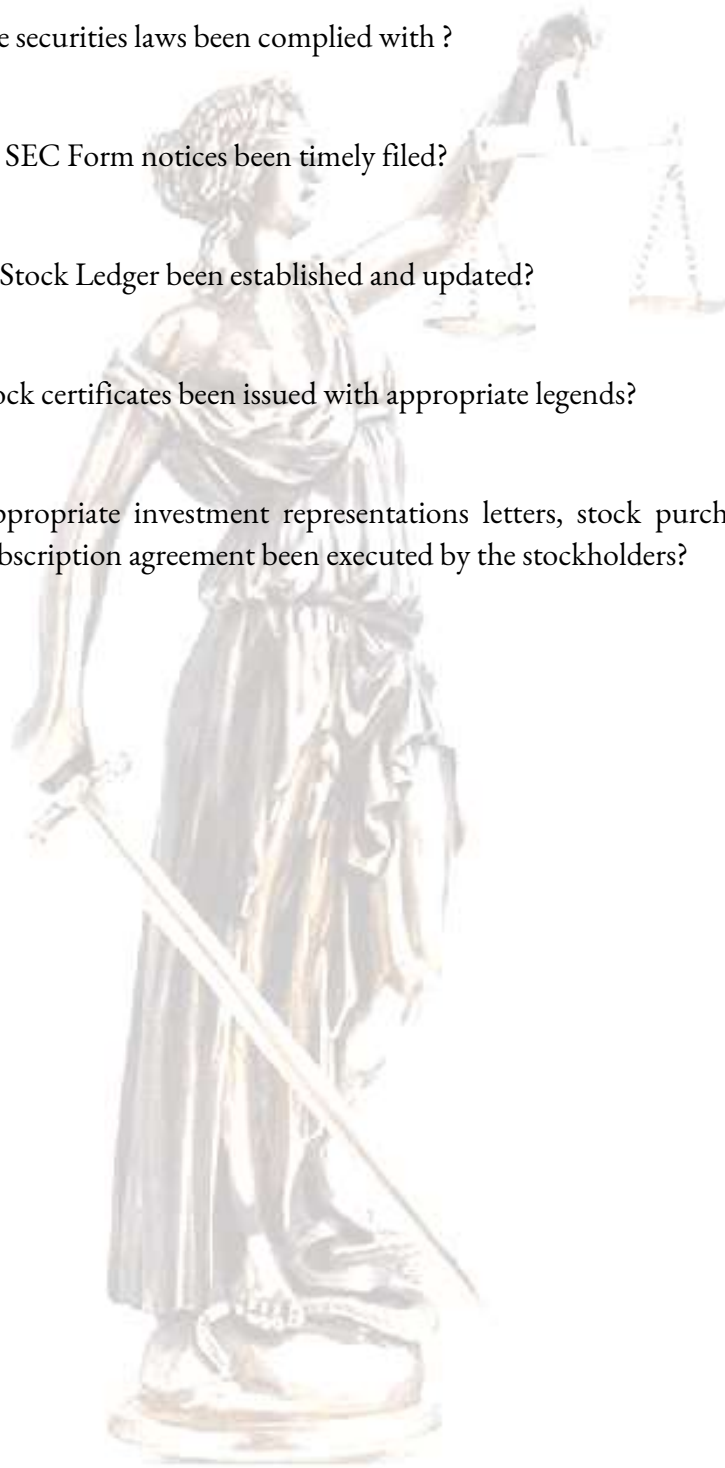
Agreements

Yes No Is a Right of First Refusal Agreement desired by the shareholders, granting a right to
 purchase before a shareholder can transfer shares?

Yes No Is some kind of Voting Agreement or Shareholders Agreement desired?

Yes No Is an Employment Agreement desired for any of the employees?

- Yes No Has the company received the consideration for the stock issued?
- Yes No Have the securities laws been complied with ?
- Yes No Have all SEC Form notices been timely filed?
- Yes No Has the Stock Ledger been established and updated?
- Yes No Have stock certificates been issued with appropriate legends?
- Yes No Have appropriate investment representations letters, stock purchase agreements or
 stock subscription agreement been executed by the stockholders?



CHECKLIST FOR COMPLETE CONTRACTS TERMS

Not all items are relevant in all contractual situations. In some situations, other provisions may be appropriate that are not listed below. The following checklist is, however, a basic and general guide as to what provisions it may be important to include, or at least consider, in the business contracts that you enter into. This document is not intended to substitute for legal advice nor legal wording provided by a competent advisor in the relevant legal jurisdiction.

Parties

Names

Addresses

Number of shares subscribed by each

Cash

Property

Description

Valuation

Size of loan to be made by each

Terms

Interest

Maturity

Incorporation agreement

Agreement to form corporation

State of incorporation

Additional states for qualification

Name

Substitute if unavailable

General purposes and powers

All lawful purposes

Special purposes and powers

Principal office

Capitalization

Classes of stock (Series & Number of authorized shares)

Par or no-par value

Preemptive rights

Preferences of classes

Dividends (Cumulative or non-cumulative)

Redemption rights

Voting powers of classes

For directors

For ordinary actions of corporation

For extraordinary actions of corporation

Debt capital

Amount

Terms

Lender(s)

Directors and officers

Number of directors

Names of first directors

Number and titles of officers

Names of first officers to be elected

Implementation of agreement

Employment of attorney

Name and address

Attorney's powers and duties

Responsibility of parties for incorporation expenses

Proportionate to capital invested by party

Subscription payments

Time of payment

Event causing payment

Payment into escrow fund until all subscriptions received

Special provisions

Payment to promoters for services

Cash

Stock

Public issue of stock or debt

Amount

Underwriters or method of sale

Manner of compliance with securities and blue-sky laws

Assumption of property and liabilities of existing business of incorporators

Allocation of stock or securities

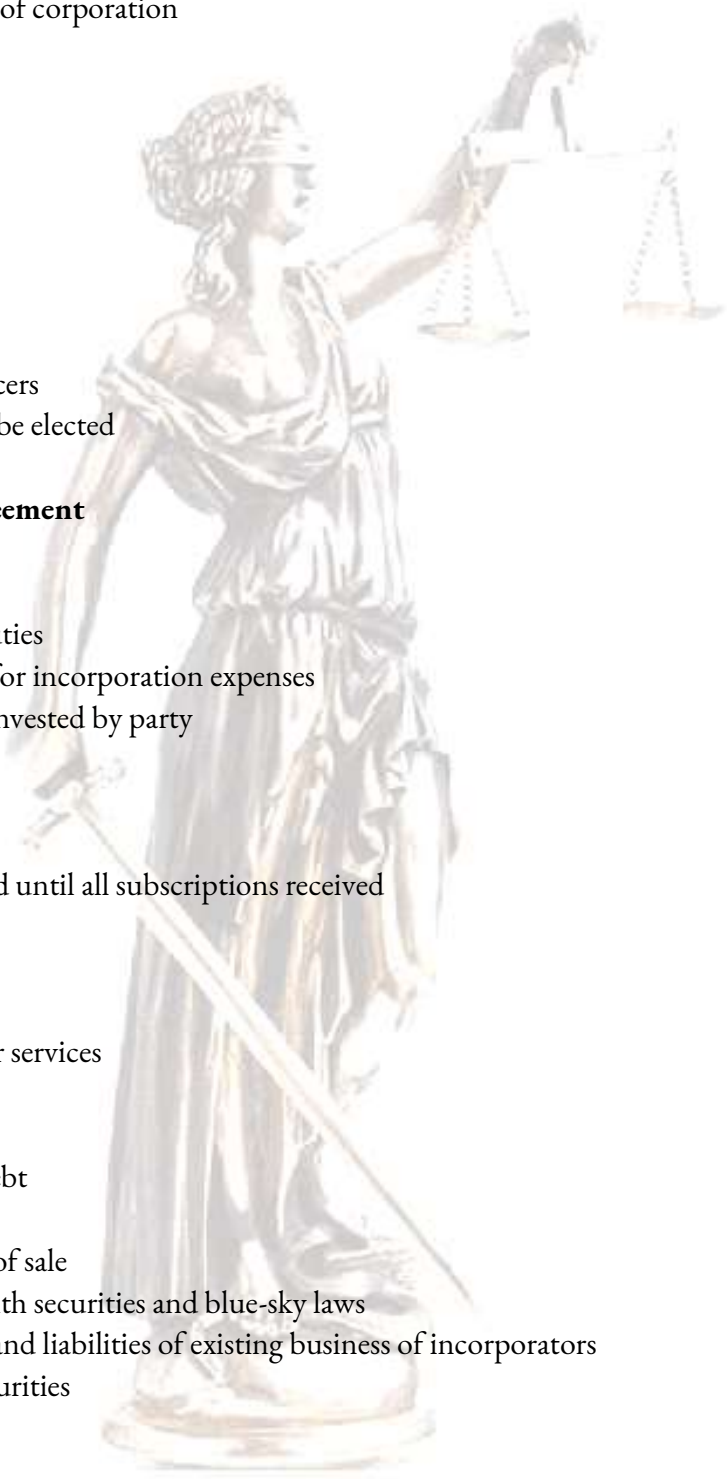
Property to be purchased

From incorporators

From others

Method of valuation

Leases, franchises or other special contracts to be entered into by corporation



Valuation or terms if with incorporations

Close corporation provisions

Restrictions on transferability of stock

Right of first refusal

Cross purchase agreements

Valuation of stock

Funding of agreements with insurance

Employment contracts for key employees

Terms

Salary

Class voting to elect stated number of directors by each class of stock

Class voting to amend articles of incorporation or bylaws

Percentage vote to approve

Electing named persons as officers

Pro rata participation in additional stock issues

Adoption of fringe employment benefits

Pension and profit-sharing plans

Life, medical, and other insurance

Incorporation of agreement into articles of incorporation and bylaws

Ratification by shareholders and directors

General provisions

Entire agreement between parties

Amendments only in writing signed by parties

Further assurances to implement agreement

Non-assignability of agreement

State law controlling

Special federal tax provisions to be followed

Closing

Signatures

Witnesses

Notarization

LEGENDS FOR STOCK CERTIFICATES

Securities Act Legend

In typical start-up companies where the shares are issued under the private placement exemption from the registration requirements of the Securities Act of 1933, the following legend (or a variation thereof) should be placed on the front of the stock certificate or on the back with a notice on the front referring to the legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT, IF ANY, COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.

Intrastate Offering Legend

If the securities have been issued in a transaction exempted from the federal registration requirements pursuant to the intrastate offering exemptions from the Securities Act of 1933, then the following legend should be placed on the stock certificate:

FOR A PERIOD OF NINE MONTHS FROM THE DATE OF THE LAST SALE OF SECURITIES BY THE ISSUER IN CONNECTION WITH THE OFFERING WHEREBY THESE SHARES WERE PURCHASED, ALL RESALES OF THESE SECURITIES, BY ANY PERSON, SHALL BE MADE ONLY TO BONA FIDE PERMANENT RESIDENTS OF THE STATE OF [name of state].

California Securities Legend

State securities laws may require the imposition of additional legends. For example, in California, if securities are qualified with the Department of Corporations, the following legend is sometimes required by the Department of Corporations on the certificate:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THE SECURITIES, OR ANY INTEREST THEREIN OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

Restrictions on Transfer

If the company and the shareholders have entered into an agreement imposing restrictions on transfer of the shares or placing rights of first refusal on sale of the shares, a form of the following legend is appropriate. Restrictions on transfer may not be valid as against a purchaser without actual knowledge of the restriction unless the restriction is conspicuously noted on the certificate.

THE SHARE, TRANSFER, OR HYPOTHECATION OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS RESTRICTED BY THE PROVISIONS OF AN AGREEMENT AMONG THE ISSUER

OF THESE SHARES AND ITS SHAREHOLDERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE ISSUER.

Employee Restricted Stock

If the shares are issued pursuant to an Employee Restricted Stock Purchase Agreement that provides for vesting of the shares dependent upon continued employment with the company, or if the company or other shareholders have certain repurchase rights in connection with the shares, a variation of the following provision will be appropriate:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO REPURCHASE PROVISIONS IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE ISSUER AND THE SHAREHOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE ISSUER.

Preferred Stock

If the stock to be issued is preferred stock, consider the following legend:

THE RIGHTS, PREFERENCES, PRIVILEGES AND RESTRICTIONS GRANTED TO OR IMPOSED UPON EACH CLASS OR SERIES OF SHARES OF THE CORPORATION ARE CONTAINED IN THE CORPORATION'S ARTICLES OF INCORPORATION, A COPY OF WHICH IS OBTAINABLE FROM THE SECRETARY OF THE CORPORATION UPON REQUEST AND WITHOUT CHARGE.

Other Legends

It may also be required by law or be otherwise appropriate that the share certificate reflect rights or liabilities attendant to the shares such as assessment rights, preemptive rights, special qualifications of persons who may be shareholders, restrictions on or assignment of voting rights, or rights of co-sale and the like.

PRE-INCORPORATION AGREEMENT

This Pre-Incorporation Agreement (the "Agreement") is made and effective [DATE],
BETWEEN: [FIRST PARTNER NAME] (the "First Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:
AND: [SECOND PARTNER NAME] (the "Second Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:
AND: [THIRD PARTNER NAME] (the "Third Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

First Partner now owns and operates a [DESCRIBE] business in [STATE/PROVINCE] known as [DESCRIBE] Company, and he [she] would like to incorporate that business and Second Partner and Third Partner agree to take a certain amount of the stock in the corporation.

TERMS

Company has been inventoried by the above-named parties and it is agreed between them that Company, including all personal property, namely: [DESCRIBE], and everything used and kept in business, including all book accounts, is to show a value of [VALUE] net and is to be taken in by corporation at those figures.

Second Partner agrees to pay in cash the amount of [AMOUNT], the receipt of which is acknowledged, and from the date of signing this contract is an owner of an undivided one-half interest in [DESCRIBE] as set forth above. It is agreed to incorporate the company under the laws of the State of [STATE/PROVINCE] for [AMOUNT], and that stock shall be issued [AMOUNT] to First Partner and [AMOUNT] to Second Partner as their interest may appear.

It is agreed that when corporation is formed, and stock issued, First Partner will sell to Third Partner, [AMOUNT] of stock, and Second Partner agrees to sell an equal amount of stock to Third Partner, the intention being that as soon as the corporation is incorporated all of the above-named parties are to have an equal amount of stock in the corporation.

It is agreed by Third Partner that he [she] will purchase the above described stock as set forth, paying for it by giving an individual note to the respective parties for the amount of stock received from them, and that the stock will be deposited with them as collateral security for payment of the note. The note will be dated [DATE], and due three years from that date with interest at [%] percent and until the corporation is completed. Third Partner is a partner to a [%] interest in the business.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FIRST PARTNER

SECOND PARTNER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

THIRD PARTNER

Authorized Signature

Print Name and Title



PRE-INCORPORATION DESIGNATION OF DIRECTORS

This Pre-Incorporation Agreement (the "Agreement") is made and effective [DATE],
BETWEEN: [FIRST INCORPORATOR NAME] (the "First Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:
AND: [SECOND INCORPORATOR NAME] (the "Second Incorporator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

All the parties to this Pre-Incorporation Agreement shall be the first directors of the corporation upon its organization, and shall serve as such until their several successors are elected and qualify pursuant to the bylaws of the corporation. The first directors shall [serve without remuneration or each receive the sum of [AMOUNT] for each meeting of the board, regular or special, actually attended or as the case may be].

[Name], one of the first directors of the corporation, shall serve as its general manager until [his or her] successor is duly selected and qualified, shall perform all services required of [him or her] in the general management and operation of the business of the corporation, and shall receive for such services as general manager a salary of [AMOUNT] of [month or year].

The By-laws shall provide that the officers of the corporation shall consist of a president, a vice-president, and a secretary-treasurer [add other officers, as required]. The first officers of the corporation, who shall take office and serve immediately upon its formation and until duly relieved by the board of directors, shall be [name], president; [name], vice-president; [name], secretary-treasurer; [add other appointees, if any]. Until and unless the board of directors otherwise provides, the [monthly or yearly] salaries of the officers shall be as follows:

President: [AMOUNT]

Vice-president: [AMOUNT]

Secretary-treasurer: [AMOUNT]

Pending specification of the duties of the corporate officers in the By-laws, they shall perform the duties customarily performed by such officers in similar business corporations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FIRST INCORPORATOR

SECOND INCORPORATOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [FIRST HOLDER NAME] (the "First Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND HOLDER NAME] (the "Second Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [THIRD HOLDER NAME] (the "Third Holder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the mutual promises, covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

Definitions

Certain terms used herein are defined as follows:

"Board of Directors" means the Board of Directors of the Company and any committee thereof.

"Immediate Family" means any spouse, child, grandchild, parent, brother, or sister of a Holder.

"Shares" means any shares of capital stock of the Company or any securities convertible into or exchangeable for any class of capital stock of the Company and all securities into which such Shares may be converted or reclassified as a result of any merger, consolidation, stock split, stock dividend, or other recapitalization of the Company, whether now owned or hereafter acquired.

Restrictions on Transfer

No Holder may sell or engage in any transaction which has resulted in or will result in a change in the beneficial or record ownership of any Shares held by the Holder, including without limitation a voluntary or involuntary sale, assignment, transfer, pledge, hypothecation, encumbrance, disposal, loan, gift, attachment or levy (a "Transfer"), except as provided in this Agreement, and any such Transfer of Shares or attempted Transfer of Shares in contravention of this Agreement shall be void and ineffective for any purpose or confer on any transferee or purported transferee any rights whatsoever.

Right of First Refusal

Each time a Holder proposes to Transfer (or is required by operation of law or other involuntary transfer) any or all of the Shares standing in such Holder's name or owned by him or her during the term of this Agreement, such Holder shall first offer such Shares to the Company in accordance with the following provisions:

Such Holder shall deliver a written notice (a “Notice”) to the Company stating (a) such Holder’s bona fide intention to Transfer such Shares, (b) the name and the address of the proposed transferee, (c) the number of Shares to be transferred, and (d) the purchase price per Share and terms of payment for which the Holder proposes to Transfer such Shares.

Within [NUMBER] days after receipt of the Notice, the Company or its designee shall have the first right to purchase or obtain such Shares, upon the price and terms of payment designated in the Notice. If the Notice provides for the payment of non-cash consideration, the Company at its option may pay the consideration in cash equal to the Company’s good faith estimate of the present fair market value of the non-cash consideration offered. If the Company or its designee elects not to purchase or obtain all of the Shares designated in the selling Holder’s Notice, then the Holder may Transfer the Shares referred to in the Notice to the proposed transferee, providing such Transfer (a) is completed within 30 days after the expiration of the Company’s right to purchase or obtain such Shares, (b) is made at the price and terms designated in the Notice, and (c) the proposed Transferee agrees to be bound by the terms and provisions of this Agreement and to become a party to this Agreement immediately upon receipt of such Shares. If such Shares are not so transferred, the selling Holder must give notice in accordance with this paragraph prior to any other or subsequent Transfer of such Shares.

Notwithstanding Section 3(a), a Holder may Transfer Shares: (i) to a member of the Holder’s Immediate Family or to a trust established for the benefit of a member or members of the Holder’s Immediate Family, (ii) to an affiliate or equity holder of the Holder, (iii) to a person who is a constituent partner of the Holder on the date hereof, or (iv) to the estate of any of the foregoing by gift, will or intestate succession; provided that the Holder or his representative notifies the Company of such Transfer not less than [NUMBER] nor more than [NUMBER] days prior to the Transfer and that the proposed transferee agrees to be bound by the terms and provisions of this Agreement and to become a party to this Agreement immediately upon the receipt of such Shares.

No Transfer to Competitors

A Holder may not Transfer any Shares to a competitor of the Company, or to any shareholder, partner or other beneficial holder of an equity ownership interest in a competitor, other than pursuant to a merger, combination, or other transaction approved by the Board of Directors.

Governing Law

Notwithstanding any provisions to the contrary contained in this Agreement, the Company’s obligations to pay or complete payment for any Shares to be purchased by it under this Agreement is subject to its being legally permitted to do so under the tests contained in Sections [NUMBER] of the [STATE/PROVINCE/COUNTRY] General Corporation Law or any successor statute applicable thereto.

Legend on Stock Certificates

Each certificate representing shares owned of record or beneficially by a party to this Agreement shall be endorsed with the following legend:

THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN [NAME OF COMPANY] (THE COMPANY) AND THE HOLDERS THAT ARE SIGNATORIES THERETO, PROVIDING FOR, AMONG OTHER MATTERS, THE COMPANY’S RIGHT OF FIRST REFUSAL TO PURCHASE THE SECURITIES REPRESENTED

BY THIS CERTIFICATE. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL BUSINESS OFFICE OF THE COMPANY.

Under no circumstances shall any Transfer of any Shares subject hereto be valid until the proposed transferee thereof shall have executed and become a party to this Agreement and thereby shall have become subject to all of the provisions hereof; and notwithstanding any other provisions of this Agreement, no such Transfer of any kind shall in any event result in the non-applicability of the provisions hereof at any time to any of the Shares subject hereto.

Term of Agreement

The restrictions on Transfer of Shares set forth in this Agreement shall terminate upon any of the following:

The determination of the Board of Directors that this Agreement shall be terminated.

The dissolution or bankruptcy of the Company.

The consummation of a public offering for any of the common stock of the Company registered under the [LAW/CODE/ACT].

Acknowledgments

Each Holder acknowledges that other shareholders of the Company may have restrictions on their shareholdings different than the terms contained herein.

Further Assurances

Each party hereto agrees to perform any and all further acts and to execute and deliver any documents which may reasonably be necessary to carry out the provisions of this Agreement.

Modification

This Agreement as applied to any Holder may be amended at any time by the written agreement of the Company and a Holder affected thereby.

Will Provisions

Each Holder agrees to insert in his or her will, or to execute a codicil thereto, directing and authorizing his or her executor to fulfill and comply with the provisions hereof.

Notice

Any notice required or permitted hereunder shall be delivered in person or sent by telecopier, air courier or certified mail, return receipt requested, postage and fees prepaid in all cases; in the case of the Company, to the then current address of its then principal business office, to the attention of the Chairman of its Board of Directors, and, in the case of a Holder, to the address of such Holder shown on the signature page hereto, or to such other address as will have been specified by prior written notice to the sending party. Notice shall be effective upon delivery if it is hand-delivered; upon receipt if it is transmitted by tele-copier, air courier or registered, certified or express mail; upon expiration of the third business day after deposit in the [COUNTRY] mail if

mailed from and to an address in the [COUNTRY]; and upon expiration of the tenth business day after deposit in the [COUNTRY] mail if mailed from or to an address outside the [COUNTRY].

Succession

This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their permitted successors in interest of any kind whatsoever, their heirs, executors, administrators, and personal representatives.

Governing Law

This Agreement will be governed in all respects by the laws of the State of [STATE/PROVINCE] as such laws are applied to agreements between [STATE/PROVINCE] residents entered into and to be performed entirely within [STATE/PROVINCE], without regard to conflicts of law [principles]. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located in the State of [STATE/PROVINCE], for the resolution of any disputes arising out of this Agreement.

Counterparts

This Agreement may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

Sole Agreement

This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements and understandings pertaining thereto whether oral or written.

Construction

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. The language of this Agreement shall be construed as to its fair meaning and not strictly for or against any party.

Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be enforceable in accordance with its terms and interpreted as if such provisions were as excluded.

Attorney Fees

In the event that any dispute among the parties hereto should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY

FIRST HOLDER

Authorized Signature

Authorized Signature

Print Name and Title

SECOND HOLDER

Authorized Signature

Print Name and Title

Print Name and Title

THIRD HOLDER

Authorized Signature

Print Name and Title



CONSENT OF SPOUSE

The undersigned spouse(s) of the party (parties) to the foregoing Agreement acknowledge(s) on his or her own behalf that: I have read the foregoing Agreement and I know its contents. I am aware that by its provisions my spouse grants the Company an option to purchase all of his or her shares of the Company, including my community interest in them. I hereby consent to the sale, approve of the provisions of the Agreement, and agree that those shares and my interest in them are subject to the provisions of the Agreement and that I will take no action at any time to hinder operation of the Agreement on those shares or my interest in them.

SPOUSE

SPOUSE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SPOUSE

SPOUSE

Authorized Signature

Authorized Signature

Print Name and Title
Name

Print Name and Title

SHAREHOLDERS AGREEMENT

This Shareholders Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [FIRST SHAREHOLDER NAME] (the "First Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND SHAREHOLDER NAME] (the "Second Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [THIRD SHAREHOLDER NAME] (the "Third Shareholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WITNESSETH:

WHEREAS, the present distribution of shares of the Corporation is as follows:

Name	Number of Shares
_____	_____
_____	_____
_____	_____

WHEREAS, in order to insure the harmonious and successful management and control of the Company, and to provide for an orderly and fair disposition of shares of common stock of the Company now or hereafter owned by any Shareholder;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and intending to be legally bound, the parties hereby agree as follows:

Definitions

"Offering Shareholder" means any Shareholder, or his personal representatives, heirs, administrators, and executors, as the case may be, who pursuant to this Agreement must or does offer all or any of his Shares to the Company or the Continuing Shareholders.

"Continuing Shareholders" means all Shareholders other than an Offering Shareholder.

"Shares" means shares of Common Stock of the Company now or hereafter owned by any Shareholder.

"Buyer" means the Company or those Continuing Shareholders who purchase an Offering Shareholder's Shares pursuant to this Agreement.

"Management Shareholder" means First Shareholder, Second Shareholder and Third Shareholder.

Purchase for Investment

Each Shareholder represents and warrants that he is acquiring and has acquired his Shares for his own account for investment and not with a view to, or for resale in connection with, any distribution thereof or with any present intent of selling any portion thereof.

Transfers of Shares

A Shareholder may not transfer, give, convey, sell, pledge, bequeath, donate, assign, encumber or otherwise dispose of any Shares except pursuant to this Agreement.

Transfers to the Company

Notwithstanding anything to the contrary contained in this Agreement, a Shareholder may give, sell, transfer or otherwise dispose of all or any of his Shares to the Company at such price and on such terms and conditions as such Shareholder and the Board of Directors of the Company may agree.

Transfer to Others

Except as provided for in Paragraph 3.1 above, a Shareholder desiring to dispose of some or all of his Shares may do so only pursuant to a bona fide offer to purchase (the "Offer") and after compliance with the following provisions. Such Shareholder shall first give written notice to the Company and the other Shareholders of his intention to dispose of his Shares, identifying the number of Shares he desires to dispose of, the proposed purchase price per Share and the name of the proposed purchaser and attaching an exact copy of the Offer received by such Shareholder.

The Company's Right to Purchase

The Company shall have the exclusive right to purchase all of the Shares which the Offering Shareholder proposes to sell at the proposed purchase price per Share. The Company shall exercise this right to purchase by giving written notice to the Offering Shareholder (with a copy thereof to each of the Continuing Shareholders) within [NUMBER] days after receipt of the notice from the Offering Shareholder (the "[NUMBER] Day Period") that the Company elects to purchase the Shares subject to the Offer and setting forth a date and time for closing which shall be not later than [NUMBER] days after the date of such notice from the Company. At the time of closing, the Offering Shareholder shall deliver to the Company certificates representing the Shares to be sold, together with stock powers duly endorsed in blank. The Shares shall be delivered by the Offering Shareholder free of any and all liens and encumbrances. All transfer taxes and documentary stamps shall be paid by the Offering Shareholder.

The Continuing Shareholders Right to Purchase

If the Company fails to exercise its right to purchase pursuant to subparagraph (i) above, the Continuing Shareholders shall have the right for an additional period of [NUMBER] days (the "Additional [NUMBER] Day Period") commencing at the expiration of the [NUMBER] Day Period to purchase the Shares which the Offering Shareholder proposes to sell at the proposed purchase price per Share. The Continuing Shareholders shall exercise this right to purchase by giving written notice to the Offering Shareholder prior to the expiration of the Additional [NUMBER] Day Period that they elect to purchase his Shares and setting forth a date and time for closing which shall be not later than [NUMBER] days after the expiration of the Additional [NUMBER] Day Period. Any purchase of Shares by all or some of the Continuing Shareholders shall be made in such proportion

as they might agree among themselves or, in the absence of any such agreement, pro rata in proportion to their ownership of Shares of the Company (excluding the Offering Shareholder's Shares) at the time of such offer, but in any event one or more of the Continuing Shareholders must agree to purchase all the Shares which the Offering Shareholder proposes to sell. At the time of closing, the Offering Shareholder shall deliver to Buyer certificates representing the Shares to be sold, together with stock powers duly endorsed in blank. Said Shares shall be delivered by the offering Shareholder free and clear of any and all liens and encumbrances. All transfer taxes and documentary stamps shall be paid by the Offering Shareholder.

Performance of Acceptance

When exercising the rights granted in Paragraphs 3.2 hereof, Buyer must elect to purchase all Shares which the Offering Shareholder proposes to sell for the price and upon the same terms for payment of the price as are set forth in the Offer; provided, however, that if said offer received by the Offering Shareholder shall provide for any act or action to be done or performed by the party making such Offer at any time before or within [NUMBER] days after the last day for exercise of Buyer's right to purchase pursuant to Paragraphs 3.2 hereof, then the Buyer shall be deemed to have complied with the terms and conditions of such Offer if Buyer does or performs such act or action within [NUMBER] days after the last day for exercise of Buyer's right to purchase pursuant to Paragraphs 3.2 hereof.

Sale to Third Party

If either the Company or some or all of the Continuing Shareholders do not elect to purchase all of the Shares which the Offering Shareholder proposes to sell, the Offering Shareholder may accept the Offer which the Offering Shareholder mailed with his notice to the Company pursuant to Paragraph 3.2 hereof and transfer all (but not less than all) of the Shares which he proposes to sell pursuant thereto on the same terms and conditions set forth in such Offer, provided that any transferee of such Shares shall be bound by this Agreement, and further provided that if such sale is not completed within [NUMBER] days after the date notice is received by the Company under Paragraph 3.2 hereof, all such Shares shall again become subject to the restrictions and provisions of this Agreement.

Right of Co-Sale

Notwithstanding any other provision hereof, in the event the Offering Shareholder receives an Offer from an unaffiliated third party (the "Offeror") to purchase from such Shareholder not less than [%] of the Shares owned by such Shareholder and such Shareholder intends to accept such Offer, the Offering Shareholder shall, after complying with the provisions of Paragraph 3.2 above and before accepting such Offer, forward a copy of such Offer to the Company and each of the Continuing Shareholders. The Offering Shareholder shall not sell any such Shares to the Offeror unless the terms of the Offer are extended by the Offeror to the Continuing Shareholders pro rata in proportion to their ownership of Shares of the Company (excluding the Offering Shareholder's Shares) at the time of such Offer. The Continuing Shareholders shall have [NUMBER] days from the date of the foregoing Offer to accept such Offer.

First Shareholder, Second Shareholder and Third Shareholder may each during their lifetimes transfer all, hut not less than all, of their Shares to said Shareholder's spouse or a lineal descendant of such Shareholder, so long as prior

to such transfer (i) such person, the Company, and all the Shareholders amend this Agreement to the reasonable satisfaction of such person, the Company and all the Shareholders to provide the parties to this Agreement with the rights, remedies and effect provided in this Agreement as if no such transfer had occurred, and (ii) the proposed transferee agrees in a writing satisfactory to the Company and all Shareholders that such person shall vote for First Shareholder, Second Shareholder and Third Shareholder (or their nominees) as directors of the Company and shall be bound by all the terms and conditions of this Agreement.

Right of First Refusal

Except in the case of Excluded Securities (as defined below), the Company shall not issue, sell or exchange, agree to issue, sell or exchange, or reserve or set aside for issuance, sale or exchange, any (i) shares of Common Stock or any other equity security of the Company which is convertible into Common Stock or any other equity security of the Company, (ii) any debt security of the Company which is convertible into Common Stock or any other equity security of the Company, or (iii) any option, warrant or other right to subscribe for, purchase or otherwise acquire any equity security or any such debt security of the Company, unless in each case the Company shall have first offered to sell to each Shareholder, pro rata in proportion to such Shareholder's then ownership of Shares of the Company, such securities (the "Offered Securities") (and to sell thereto such Offered Securities not subscribed for by the other Shareholders as hereinafter provided), at a price and on such other terms as shall have been specified by the Company in writing delivered to such Shareholder (the "Stock Offer"), which Stock Offer by its terms shall remain open and irrevocable for a period of [NUMBER] days (subject to extension pursuant to the last sentence of subsection (b) below) from the date it is delivered by the Company to the Shareholder.

Notice of each Shareholder's intention to accept, in whole or in part, a Stock Offer shall be evidenced by a writing signed by such Shareholder and delivered to the Company prior to the end of the [NUMBER]-day period of such Stock Offer, setting forth such portion of the Offered Securities as such Shareholder elects to purchase (the "Notice of Acceptance"). If any Shareholder shall subscribe for less than his pro rata share of the Offered Securities to be sold, the other subscribing Shareholders shall be entitled to purchase the balance of that Shareholder's pro rata share in the same proportion in which they were entitled to purchase the Offered Securities in the first instance (excluding for such purposes such Shareholder), provided any such other Shareholder elected by a Notice of Acceptance to purchase all of his pro rata share of the Offered Securities. The Company shall notify each Shareholder within [NUMBER] days following the expiration of the [NUMBER]-day period described above of the amount of Offered Securities which each Shareholder may purchase pursuant to the foregoing sentence, and each Shareholder shall then have [NUMBER] days from the delivery of such notice to indicate such additional amount, if any, that such Shareholder wishes to purchase.

In the event that Notices of Acceptance are not given by the Shareholders in respect of all the Offered Securities, the Company shall have [NUMBER] days from the expiration of the foregoing [NUMBER]-day or [NUMBER]-day period, whichever is applicable, to sell all or any part of such Offered Securities as to which a Notice of Acceptance has not been given by the Shareholders (the "Refused Securities") to any other person or persons, but only upon terms and conditions in all respects, including, without limitation, unit price and interest rates, which are no more favorable, in the aggregate, to such other person or persons or less favorable to the Company than those set forth in the Stock Offer. Upon the closing, which shall include full payment to the Company, of the sale to such other person or persons of all the Refused Securities, the Shareholders shall purchase from the Company, and the Company shall sell to the Shareholders the Offered Securities in respect of which

Notices of Acceptance were delivered to the Company by the Shareholders, at the terms specified in the Stock Offer.

In each case, any Offered Securities not purchased by the Shareholders or other person or persons in accordance with Section 4(c) may not be sold or otherwise disposed of until they are again offered to the Shareholders under the procedures specified in Sections 4(a), (b) and (c).

The rights of the Shareholders under this Section 4 shall not apply to the following securities (the "Excluded Securities"):

Any (A) shares of Common Stock or any other equity security of the Company which is convertible into Common Stock or any other equity security of the Company, (B) debt security of the Company which is convertible into Common Stock or any other equity security of the Company, or (C) option, warrant or other right to subscribe for, purchase or otherwise acquire any equity security or any such debt security of the Company (collectively, an "Equity Security") if the issuance of such Equity Security does not alter the respective proportions of ownership (on a fully diluted basis) by First Shareholder, Second Shareholder and Third Shareholder, as among themselves, of Equity Securities immediately prior to the issuance of such Equity Security;

Common Stock issued as a stock dividend or upon any stock split or other subdivision or combination of the outstanding shares of Common Stock;

Securities issued pursuant to the acquisition by the Company of another corporation to the stockholders of such other corporation by merger or purchase of substantially all of the assets whereby the Company owns not less than [%] of the voting power of such other corporation; and

Sale Or Redemption Upon Termination of Employment, Disability Or Death

Upon the termination of a Management Shareholder's employment or other relationship with the Company (including without limitation, any position as an officer, director, consultant, joint venturer, independent contractor, or promoter to or of the Company) for whatever reason, the Disability (as defined below) of a Management Shareholder, or the death of a Management or Non management Shareholder (any such event hereinafter a "Triggering Event"), such Shareholder (or his heirs, executors, guardian or personal representative) within [NUMBER] days after the Triggering Event shall offer to sell all, but not less than all, of the Shares owned by the Shareholder. Each offer shall be made to the Company in writing and shall exist for a period of [NUMBER] days after such offer has been received by the Company. If the Company fails to purchase all of the Shares offered, the offer to sell shall be made in writing to all of the Continuing Shareholders in such proportion as the Continuing Shareholders may agree among themselves, or in the absence of agreement, pro rata in proportion to their then ownership of Shares of the Company (excluding the Offering Shareholder's (Shares), and shall exist for a period of [NUMBER] days after the offer has been received by all of the Continuing Shareholders. For purposes of this Agreement, "Disability" of a particular person means the inability, due to a physical or mental condition, of such person to maintain his employment or other relationship with the Company (including without limitation, fulfilling his duties in any position as an officer, director, consultant, joint venturer, independent contractor, or promoter to or of the Company) or to conduct his normal daily activities on behalf of the Corporation for any [NUMBER] consecutive month period.

Purchase Price

The purchase price for all Shares purchased pursuant to Paragraph 5 hereof shall be determined as follows: The Company or the Continuing Shareholders, as the case may be, within [NUMBER] days after receipt of any offer referred to in Paragraph 5 above, shall notify the Offering Shareholder of the price at which the Company or the Continuing Shareholders, are willing to purchase the Shares.

In the event the Offering Shareholder objects to the purchase price established in accordance with Paragraph 6(a) above, the Offering Shareholder shall have the right to solicit offers to buy the Shares in accordance with the provisions of Paragraph 3.2. The right to solicit offers shall be subject to the terms and conditions of Section 3.2 and 3.3 hereof, including without limitation, the rights of first refusal and co-sale and the period during which any right of first refusal must be exercised but shall not be subject to the [NUMBER] day period referred to in Paragraph 3.2 of this Agreement.

Payment of Purchase Price

The purchase price for all Shares purchased pursuant to Paragraph 5 hereof shall be paid at the closing of the sale.

Put and Call Options

Each Shareholder shall have the right and option upon the written declaration (a "Declaration") by such Shareholder to the other Shareholders and the Company of the occurrence of an "impasse" (as defined below) to sell to the Continuing Shareholders all of his Shares, and the Continuing Shareholders shall have the obligation to either (i) purchase all of such Shares owned by the offering Shareholder in such proportion as the Continuing Shareholders may agree upon, and if they cannot so agree, pro rata in proportion to their then ownership of Shares of the Company (excluding the Offering Shareholder's Shares) or (ii) if the Continuing Shareholders are unable or unwilling to purchase all of the Shares owned by the Offering Shareholder, sell all of their Shares to the Offering Shareholder, and the Offering Shareholder shall have the obligation to buy such Shares.

Impasse

An "impasse" shall be conclusively evidenced by (i) either First Shareholder, Second Shareholder or Third Shareholder or their respective representative, voting opposite the others at a vote at a shareholders meeting or at a vote at a meeting of the Board of Directors of the Company (or failing to attend such meetings upon due notice if such failure results in the lack of a quorum making such vote impossible), which vote is on a material issue, not in the ordinary course of business, and affecting the business, assets or operations of the Company, including, but not limited to, a proposal to merge, liquidate, consolidate or dissolve the Company, or to sell, lease or dispose of all or substantially all of the assets of the Company or to amend the substantive provisions of the Company's bylaws or articles of incorporation, or to issue or redeem stock, or to declare dividends of any kind, and (ii) either First Shareholder, Second Shareholder or Third Shareholder notifying the others and the Company and any other Shareholders within [NUMBER] days after such meeting, proposed meeting or vote that an "impasse" has occurred. The put and call rights granted to each Shareholder under this Paragraph 8 are independent of the other rights granted to the Shareholders and the Company under the other terms of this Agreement and such rights are not mutually exclusive or inconsistent.

Exercise of Option

The Continuing Shareholders shall exercise any option provided for in this Paragraph 8 within [NUMBER] days after receipt of a declaration. Any closing of the sale of Shares pursuant to such exercise shall occur within [NUMBER] days after receipt of a Declaration.

Purchase Price

Any purchase or sale of Shares sold pursuant to this Paragraph 8 shall be at the price as set forth in the Declaration delivered by the Shareholder exercising his right to sell his shares and shall be paid at the closing of the sale of the Shares.

Rights Upon Registration

In the event that the Company shall register or qualify any or all of the common stock of the Company under the [CODE OR LAW], as amended (or any similar statute then in force), on an appropriate registration statement, the Company shall give the Shareholders written notice thereof, and upon written request of a Shareholder, received by the Company not later than [NUMBER] days after receipt by the Shareholder of such notice, the Company will include in the registration statement filed by the Company with the Securities and Exchange Commission all Shares held by such Shareholder with respect to which the Shareholder shall have so requested registration.

Agreement Binding on All Persons Interested in Shares

Each person who now or hereafter acquires any legal or equitable interest in any Shares shall be bound by the terms of this Agreement. No issuance or transfer of Shares shall be effective and the Company shall not enter any issue or transfer upon the stock books of the Company or issue a certificate in the name of any person unless the Company is satisfied that such person is, and in a manner satisfactory to the Company has acknowledged being, bound by this Agreement.

Closing

Except as otherwise agreed to or expressly provided for herein, closing pursuant to the exercise of a right to purchase or sell Shares pursuant to this Agreement shall be held at the principal

executive offices of the Company.

Entry of Legend Upon Stock Certificates

The following legend shall be immediately entered on each stock certificate representing Shares owned by the Shareholders:

"The gift, sale, mortgage, pledge, hypothecation or other encumbering or transfer of the shares of the capital stock represented by this certificate is restricted in accordance with the terms and conditions of a Shareholders Agreement dated [DATE], a copy of which is on file at the principal executive offices of the Company. Said Shareholders Agreement restricts the ability of the Shareholder to sell, give, pledge, bequeath or otherwise transfer or dispose of this stock certificate and the shares of capital stock represented by it."

After Acquired Shares - Subsequent Shareholders

The terms and conditions of this Agreement shall specifically apply not only to Shares owned by Shareholders at the time of execution of this Agreement, but also to any Shares acquired by any Shareholder subsequent to such execution.

Board of Directors

At each election of the Board of Directors of the Company, the Shareholders shall vote their Shares to elect three directors of the Company, one director being First Shareholder, or his nominee, one director being Second Shareholder, or his nominee, and one director being Third Shareholder, or his nominee.

Community and Marital Property Laws

Notwithstanding anything to the contrary contained herein, the following terms shall control to the extent community property laws or other marital property laws apply to the Shares of any Shareholder:

Lifetime Transfers

The provisions of this Agreement regarding restrictions against the transfer of Shares shall apply to any interest of the spouse of any Shareholder in such Shares (said spouse is hereinafter referred to as a "Spouse").

Transfers Upon Death of Spouse

If the Spouse of a Shareholder predeceases such Shareholder and has failed to bequeath to such Shareholder the deceased Spouse's entire marital property interest, if any, in the Shares held by the Shareholder, or if the Spouse of a Shareholder is adjudicated to be bankrupt or insolvent, or makes an assignment for the benefit of his or her creditors (collectively referred to herein as an "Event"), then to the extent necessary to divest the Spouse of any interest in the Shares of such Stockholder, within three months after the date of the occurrence of the Event, the Shareholder shall have the option to and must purchase such marital property interest of his or her Spouse or the estate of the deceased Spouse, as the case may be, in the Shares held by the Shareholder at a price equal to the lesser of either the value of the spouse's marital property interest in such Shares or the book value of such Shares.

Marital Dissolution

Any decree of dissolution, separate maintenance agreement or other property settlement between a Shareholder and his or her Spouse shall provide that the entire marital property interest of the Spouse in the Shares of the Shareholder shall be granted to the Shareholder as part of the division of the property of the marriage and the Spouse shall release and the Shareholder shall accept any marital property interest of such Spouse in the Shares. If payment for such Shares is ordered by the Court or demanded by the Spouse, no consideration shall be required, but if the Shareholder volunteers consideration for said release of interest it shall be no greater than the lesser of either the value of the Spouse's marital property interest in such Shares or the book value of the Spouse's marital property interest in such Shares.

Inclusion of Marital Property

Any purchase of the Shares of a Shareholder pursuant to any provision of this Agreement shall include without limitation or condition the entire marital property interest of the Spouse of such Shareholder in the Shares being purchased.

Determination of Value

Book value and the value of a Spouse's interest in the Shares of a Shareholder for purposes of this Paragraph 15 shall be determined by the Shareholder. The Company and the other Shareholders shall not be responsible for the determination of the value of the marital property interest of any Spouse of a Shareholder, the determination of book value, or the purchase of or payment for such Spouse's marital property interest in the Shares of a Shareholder.

Insurance

The Company may, if it so desires, purchase insurance policies on the life of any Management Shareholder for the purpose of payment for stock purchases or as key man insurance. If any Shareholder on whose life the Company owns an insurance policy shall at any time during his lifetime sell all of his Shares, then that Shareholder shall have the right to purchase from the Company the insurance policy or policies on his life at the cash surrender value, if any. The Company shall deliver the policy or policies on the life of such Shareholder upon payment of the cash surrender value, if any, and shall execute any necessary instruments of transfer and change of beneficiary forms.

Pro Rata Allocations

All items of income and loss of the Company shall be assigned pro rata to each day throughout the year. However, the Shareholders hereby consent to make an election pursuant to Section [NUMBER] of the [Code OR LAW] or Section [NUMBER] of the [Code OR LAW] in the event that the Board of Directors determines such elections to be in the best interest of a majority of the Shareholders.

Subchapter S Election

The Company may elect to be taxed as a small business corporation under Subchapter S of the Internal Revenue Code, as amended from time to time (the "code"), or such other provisions of law as may hereafter be applicable to such an election, and for state income tax purposes, if available (hereinafter, an "Election"). Each Shareholder and the Company agree to execute and file the necessary forms for making and maintaining an Election, and each Shareholder agrees to deliver to the Company the consent of the spouse of such Shareholder if such consent is required for the Election under any community or marital property laws or otherwise. The Shareholders and the Company agree that they will take such other actions as may be deemed necessary or advisable by counsel to the Company to exercise or maintain the Election. The Shareholders shall maintain the Election unless the Management Shareholders unanimously agree otherwise or in the event that the Board of Directors requests that the Shareholders revoke the Election, in which case the Shareholders shall promptly execute and deliver to the Company such documents as may be necessary to revoke the Election. None of the Shareholders, without the consent of all of the Management Shareholders, shall take any action or position, or make any transfer or other disposition of his shares of the Company which may result in the termination or revocation of the Election. In the event of an inadvertent termination of the Election as described in Section [NUMBER] of the [Code OR LAW] or other applicable law, the Shareholders shall agree to make such adjustments as may be required to continue the Election, as provided in Section [NUMBER] of the [Code OR LAW]

Authorization

The Company is authorized to enter into this Agreement by virtue of a resolution of Board of Directors.

Notices

Notices and declarations under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage paid, to the Company at its principal executive offices and to Shareholders at their last address as shown on the records of the Company or at such other address with respect to any party hereto as such party shall notify the other Shareholders and the Company in writing in the manner specified herein.

Termination

The rights and obligations of the Company and the Shareholders under this Agreement shall terminate upon written agreement of all then existing Shareholders or upon the registration or qualification of any or all of the Common stock of the Company pursuant to Paragraph 9 hereof.

Severability

The various provisions of this Agreement are severable from each other and from the other provisions of the Agreement, and in the event that any provision in this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be fully effective, operative and enforceable.

Free and Clear of Encumbrances

All Shares sold pursuant to the terms of this Agreement shall be free of any and all liens and encumbrances and accompanied by stock powers duly endorsed in blank.

Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of [STATE/PROVINCE] without reference to conflict of laws principles except to the extent that the community or marital property laws of any state would otherwise be applicable to a particular situation, in which event, such community or marital property laws shall apply to the particular situation.

Entire Agreement

This instrument contains the entire agreement of the parties and may be changed only by an agreement in writing signed by the Company and all persons then owning Shares.

Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year set forth below.

COMPANY

FIRST SHAREHOLDER

Authorized Signature

Print Name and Title

SECOND SHAREHOLDER

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

THIRD SHAREHOLDER

Authorized Signature

Print Name and Title



CONSENT OF SPOUSE

The undersigned being the spouses of Shareholders named in the foregoing Shareholders Agreement (the "Agreement"), hereby acknowledges that:

I have read the foregoing Agreement in its entirety and understand that:

Upon the occurrence of certain events as specified in the Agreement, the Company, my spouse, and the other Shareholders will have the right to and may be obligated to purchase Shares owned by another Shareholder at a price and on terms and conditions set forth in the Agreement;

Any purchase of the Shares of any Shareholder will include his or her entire interest in such Shares and any community property interest and other marital property interest of the spouse of such Shareholder; and

The Agreement imposes certain restrictions on any attempts by me to transfer any interest I may have in the Company or any Shares of the Company by virtue of my marriage and confers on my spouse the right and obligation to purchase any interest I may have in the Company or any Shares of the Company upon the occurrence of certain events.

I hereby approve and agree to be bound to all of the terms of the Agreement and agree that any interest (community property or otherwise) that I may have in the Company or any Shares of the Company shall be subject to the terms of this spousal consent and the Agreement.

I agree that my spouse may join in any future amendments or modifications to the Agreement without any notice to me and without any signature, acknowledgment, agreement or consent on my part.

I agree that I will transfer or bequeath any interest I may have in the Company or any Shares of the Company by my will, outright and free of trust to my spouse.

I acknowledge that I have been advised and have been encouraged to seek independent counsel of my own choosing to represent me in matters regarding the Shareholders Agreement and my execution of this spousal consent.

I hereby consent to the Company and my spouse making and maintaining the Subchapter S Election (if applicable) under the Internal Revenue Code, as amended from time to time.

Signature Signature

Name – Spouse of First Shareholder Name – Spouse of Second Shareholder

Signature

Name – Spouse of Third Shareholder
Number _____

[Name of Corporation]
A [State] Corporation

[# Issued] Shares

[Common/PREFERRED] Stock

This certifies that [SHAREHOLDER] is the record holder of [Number Issued] shares of [Common/PREFERRED] stock of [NAME OF CORPORATION] transferable only on the share register of the corporation, in person or by duly authorized attorney, upon surrender of this certificate properly endorsed or assigned.

This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Articles of Incorporation and the By-Laws of the corporation and any amendments thereto.

A statement of all of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights may be obtained by any stockholder, upon request and without charge, at the principal office of the corporation.

WITNESS the signatures of its duly authorized officers this [day] of [MONTH], [YEAR].

[Name of Secretary], Secretary

[Name of President], President

SEE RESTRICTIVE LEGENDS ON REVERSE

For Value Received [NAME] hereby sells, assigns, and transfers unto, [NAME], [NUMBER] shares represented by the within certificate and hereby irrevocably constitutes and appoints [attorney] to transfer the said shares on the share register of the within named corporation with full power of substitution in the premises.

Dated [DATE]

In presence of

Witness

Stockholder

NOTICE: THE SIGNATURE ON THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER [CODE OR LAW]. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT, IF ANY, COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.



INSURANCE

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: CHANGE IN OUR EMPLOYEE HEALTH COVERAGE

Dear [Contact name],

As of [Date] there will be a change in our employee health coverage.

Each year our insurance broker, [Insurance broker name], performs an audit of all our policies to help control corporate health care expenses. As the result of this year's audit, we will be keeping [Assuror name] as carrier but switching to one of their alternative plans to prevent health costs from spiraling out of control.

The coverage is nearly identical to the current plan, with [Number] exception:

- The deductible per illness has been raised from [AMOUNT] to [AMOUNT]
- [List exceptions]

Although having [a higher deductible] is not a positive change, there are other aspects of the change that compensate. We can afford to keep our private major medical plan with [Assuror name], enabling our employees to continue to be reimbursed while choosing the physicians and other health care providers they prefer. Without this plan readjustment, we probably would have been forced into an HMO or PPO, which in our recent employee survey the majority of you said you did not want. The new plan permits you to keep seeing your regular doctors and have the visits paid for.

The modified coverage will be in force effective [Date]. If you have any questions, call me at [Number] or e-mail me via company mail at [Address].

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

CHECKLIST OF ISSUES TO REVIEW FOR DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

This checklist will help you to determine if your company has a good liability insurance in place for its directors and officers.

- Is the amount of the coverage sufficient?
- Is the insurer financially strong?
- Are the premium payments competitive?
- Is the deductible too large?
- Does the policy cover all directors and officers or do they have to be specifically named?
- When can the insured terminate or not renew coverage?
- Are legal fees covered?
- When do claims have to be made?
- Does the insured have a good history of paying claims (especially important in this area)?
- Are the exclusions from coverage too broad (these are often negotiable)?
- Are there special endorsements that may be appropriate?
- What offsets from coverage apply?

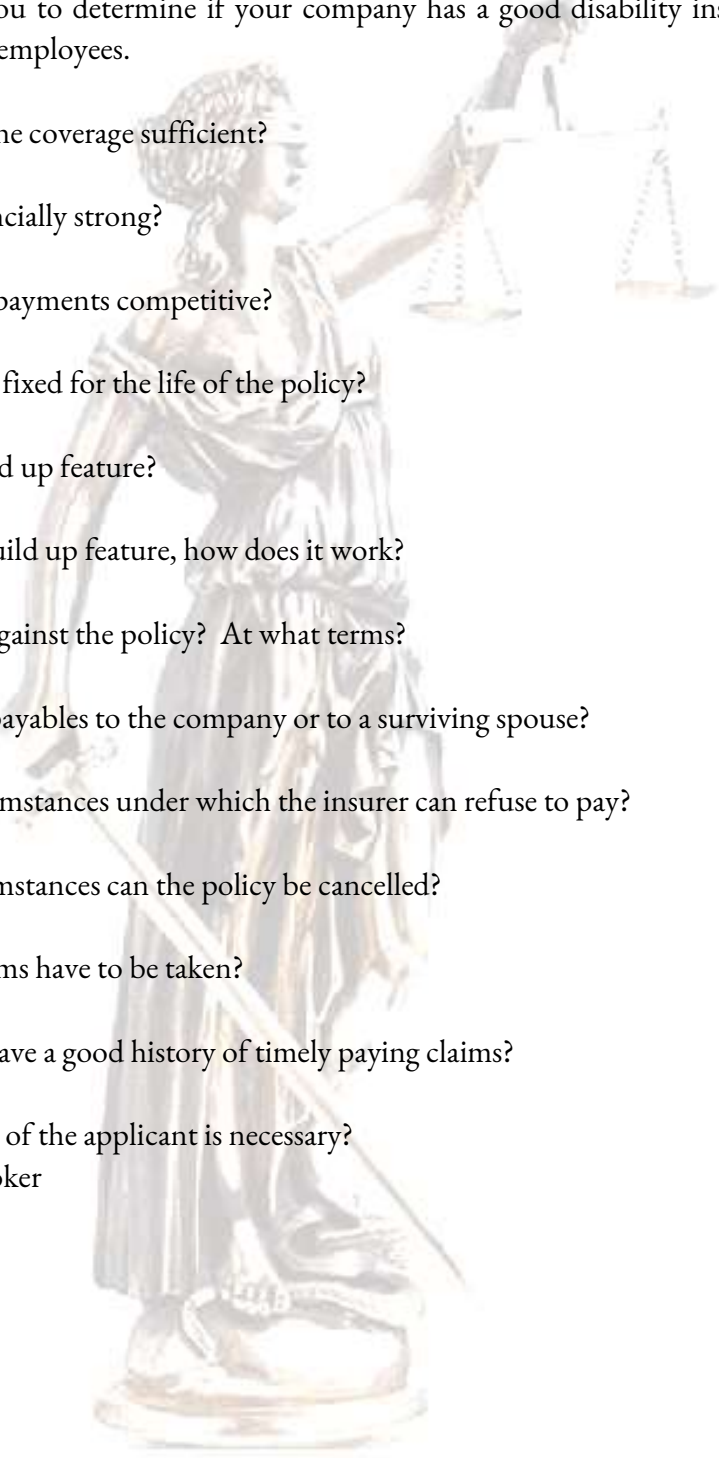
CHECKLIST: ISSUES TO REVIEW FOR HEALTH AND DISABILITY INSURANCE

This checklist will help you to determine if your company has a good disability insurance in place for all its directors, officers and employees.

- Is the insurer financially strong, with a good reputation?
- Does the insurer have a good history of timely paying claims?
- What are the exclusions from coverage?
- Are the premiums competitive? Are the premiums for dependents reasonable?
- Is disability defined broadly enough?
- How long are the benefits payable? One year? Two years? To a certain age? Life?
- How long the person must be disabled before disability payments kick in?
- How is partial disability covered?
- Is the policy guaranteed renewable?
- Is the policy non-cancelable?
- What is the level of payment to a disabled employee? Will there be a cost-of-living upward adjustment?
- How much flexibility does an insured have to choose doctors?
- What employees can be covered? Can part-time employees be covered?
- What does the insured have to pay for each doctor visit?
- What deductibles are present?
- What dependents are eligible for coverage?
- Will benefits be available to gay partners of the employee?
- What hospitalization and major medical expenses are covered?
- How does the policy compare with other insurers?

CHECKLIST ISSUES TO REVIEW FOR KEY MAN LIFE INSURANCE

This checklist will help you to determine if your company has a good disability insurance in place for all its directors, officers and key employees.

- 
- Is the amount of the coverage sufficient?
 - Is the insurer financially strong?
 - Are the premium payments competitive?
 - Are the premiums fixed for the life of the policy?
 - Is there a cash build up feature?
 - If there is a cash build up feature, how does it work?
 - Can you borrow against the policy? At what terms?
 - Are the proceeds payable to the company or to a surviving spouse?
 - What are the circumstances under which the insurer can refuse to pay?
 - Under what circumstances can the policy be cancelled?
 - What physical exams have to be taken?
 - Does the insurer have a good history of timely paying claims?
 - What information of the applicant is necessary?
 - Smoker / non-smoker
 - Age
 - Name
 - Health history

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: AUTHORIZATION TO PARTICIPATE IN MEDICAL PLAN

To Whom It May Concern:

As an employee of [Name of firm], I do [do/not] wish to participate in the Company's Medical Plan.

[Name of firm] is hereby authorized to make the necessary deductions from my earnings or any disability benefit paid to me by the company, for the amount specified in the Group Insurance Schedule.

It is my understanding that I will be eligible to participate in the Company Medical Plan as of [Date] and that the monthly deductions referred to herein will begin on [Date].

I further understand that the acceptance of my application for participation in the Company Medical Plan is contingent upon my ability to meet the medical requirements determined by [Name of insurance company].

Signature

Employee Name - Print Letters

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: EXPLANATION OF INSURANCE RATE INCREASE

Dear [Contact name],

We are in receipt of a directive from [Name of insurance company] concerning the above captioned Regulation. This new regulation went into effect on [Date] and requires that complications of pregnancy be covered in the same manner as any other injury or disease.

"Complications" is defined as anything other than a normal delivery. This is applicable to any employee, dependent spouse or dependent child.

Due to the potential increase in claims, it has become necessary to increase our quoted rates to comply with this regulation. The new employee rate will be [Amount] and the new spouse rates will be [Amount]; the new spouse and children rate will be [Amount] and the new children only rate will be [Amount].

If you have any questions regarding these rate increases due to the change in regulations, please feel free to call.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

October 18, 2022

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

OBJECT: REQUEST FOR IMMEDIATE INSURANCE COVERAGE ON NEW EMPLOYEE

Dear [Contact name],

Enclosed please find an enrollment form for the above captioned individual. [Employee] is a transfer from [Specify]. It is the [Name of firm] desire to waive the waiting period. We are requesting immediate coverage on this employee.

Your consideration in this matter will be appreciated.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

POLICIES AND DOCUMENTATION

ABSENCE POLICIES EXAMPLES

The first sample policy is appropriate for businesses in which employee timeliness and attendance are critical. The policy is designed to impress upon employees that the needs of the business require them to get to work on time and that they need to let you know when they will be unable to make it in to work.

Absence Policy #1

Your timely attendance at work is crucial to making the business run smoothly. We must meet production requirements to satisfy our customer's demands. You need to do your part in achieving this goal, and one way is to maintain a good attendance record. Any absence or tardiness becomes a part of your employment record.

Punctuality requirements

Employees are expected to be at their work stations on time. Tardiness is defined as being at your work station at least [number] minutes past your scheduled starting time. You should also notify the appropriate person when you know you may be late for work. Being on time makes it easier for all of us because tardiness hinders teamwork among employees. Being tardy for work or leaving the job station before quitting time will be considered cause for corrective action.

Counting absences

Here are the rules for how absences will be counted:

An unscheduled absence for at least one-half the workday will be counted as one occurrence.

An absence for one or more consecutive workdays will be considered one occurrence. For example, if you're out two consecutive days, that will count as one occurrence.

If an employee returns from an absence (due to an illness) and goes out again due to the same illness after being at work for no more than one day, then the absence will be counted as one occurrence.

Repeated occurrences will result in verbal counseling, written counseling, and/or suspension or termination of employment.

Procedure

In the event that you are unable to come to work, be sure to call in and let the appropriate person know, in advance where possible, but no later than your regular starting time, so that arrangements for other help can be made.

Vacation days must be scheduled at least [NUMBER] hours in advance except in cases of emergency.

Employees may be granted excused absences for sickness/illness when the appropriate person is notified prior to the start of work. Pre-scheduled medical/professional appointments (lawyers, clergy, counselors, etc.) or other compelling reasons, with prior supervisory approval, may also be considered as excused absences. Absence of three or more consecutive scheduled working days without notifying the appropriate person will be considered as a voluntary termination, and you will be removed from payroll.

Authorized absence documentation

We may require documentation of authorized reasons for absence, such as sick leave or jury duty, and may also verify the documentation where appropriate.

Incllement weather

The facility must continue to operate during periods of bad weather. Thus, the need for employees to be on the job during such emergencies is of paramount importance. You are expected to make every effort to report for work. If you do not report for work when scheduled during a weather emergency, you will be considered absent. The second sample policy is more appropriate for businesses in which strict conformity to scheduled working hours is not as important. A less stringent policy may be a good idea when your employees are professionals, artists, and others whose performance is measured by timely delivery of results rather than by time spent performing a particular task.

Absence Policy #2

As an employee, you will be treated as a professional, which means that you will be expected to complete your work on time and at the expected level of quality. If extra hours are needed to complete your work, you will be expected to put in those extra hours. If, on the other hand, you are able to complete your work in less than a standard workweek, you are free to use those extra hours as you see fit. In return for being treated as a professional, we expect you to behave as one and not to abuse these privileges.

Even though you will be treated as a professional and will presumably behave as one, general absence guidelines are nevertheless necessary to ensure that we are able to conduct business in a predictable manner. Although we are not interested in monitoring your comings and goings, we need to know, in advance where possible, when you will be absent from work. Here are those guidelines:

Absences

Employees are expected to be at work and to work a full workweek, except for authorized absences. Authorized absences include the following:

- vacation time scheduled in advance
- sick leave
- time off for a workers' compensation injury
- a death in your family
- jury duty
- time off to vote
- military leave
- emergency situations beyond your control

Notification procedure

To obtain an authorized absence, call in, where possible, and let the appropriate person know that you are unable to come to work. The call should be made, if possible, no later than your regular starting time.

As for notifying someone that you will be late to work or will be leaving early in the event your work has been completed, we ask that you use your best judgment. If you know someone is likely to need to know that you will be coming in late or leaving early, you should call that person and let him or her know.

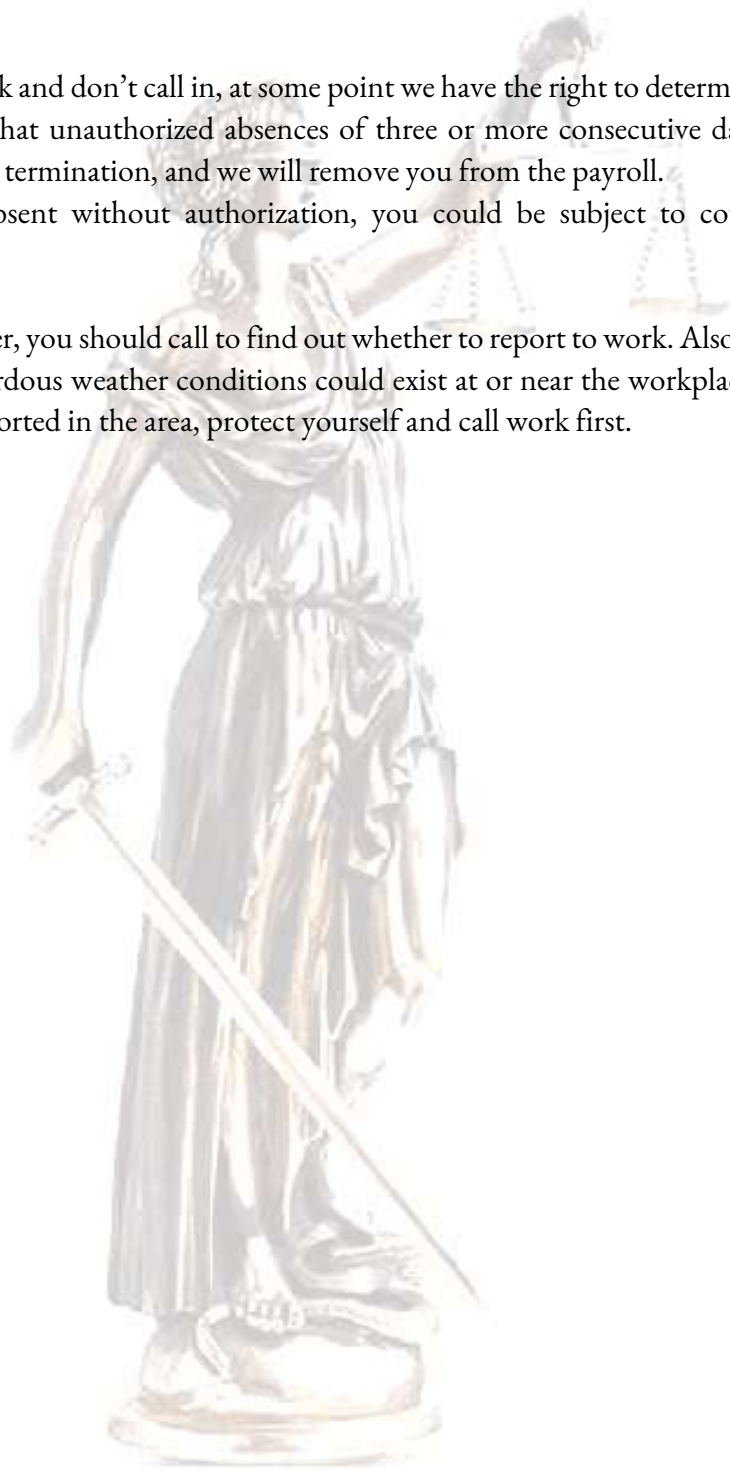
Failure to notify

If you don't come to work and don't call in, at some point we have the right to determine that you're not coming back. Thus, our rule is that unauthorized absences of three or more consecutive days without notice will be considered as a voluntary termination, and we will remove you from the payroll.

If you are repeatedly absent without authorization, you could be subject to counseling, suspension, and termination.

Inclement weather

During inclement weather, you should call to find out whether to report to work. Also, while the weather may be nice where you are, hazardous weather conditions could exist at or near the workplace. If you know hazardous conditions have been reported in the area, protect yourself and call work first.



BUSINESS ETHICS AND CONDUCT DISCLOSURE STATEMENT

1. Are you familiar with and do you support the company's Code of Ethics?

Yes _____ No _____

2. Are you aware of any illegal, unethical or improper practices or conduct anywhere within this Company?

Yes _____ No _____

If the answer to the preceding question is "yes", list here, in full and complete details, all such practices or conduct. (Use additional pages if necessary.)

3. Have any threats or promises been made to you in connection with your answers to the questions on this form?

Yes _____ No _____

If "yes" please identify them in full and complete detail and notify company management immediately.

I declare under penalty and perjury, under the laws of the State of [State/province], that the forgoing is true and correct. Executed this [Day] day of [Month], [Year], at [Place].

EMPLOYEE

COMPAN

Authorized Signature Authorized Signature

Print Name and Title

Print Name and Title

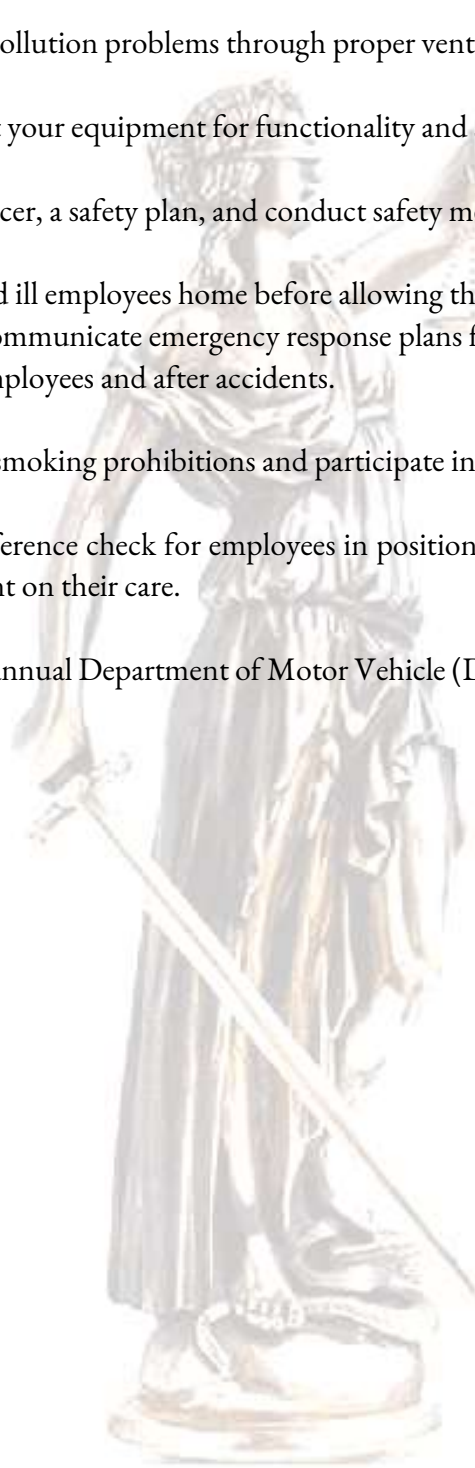


CHECKLIST :21 THINGS TO DO TO FOR A SAFE WORKPLACE

This list is not exhaustive but gives you important points to consider to offer your employees a safe work environment.

- Offer employees a share of insurance premium reductions which result from a reduced number of accidents.
- Match the applicant carefully to the job. Test their skills and physical abilities.
- Install alarm systems for theft, entry and fire purposes.
- Make sure that all threats of violence are reported and investigated immediately.
- Maintain a first aid cabinet, post first aid information, including fire, police, and ambulance numbers, and a poster on how to perform mouth-to-mouth resuscitation.
- Comply with all Federal and State/Province requirements.
- Comply with all hazardous materials reporting requirements, including identification of hazardous substances.
- Clearly mark and keep clear all your exits, aisles, and passages. Provide stairs with slip resistant surfaces, handrails and proper lighting.
- Make sure your equipment contains safety guards, electrical grounding, readily available and easily identifiable power shut off switches and emergency stop buttons.
- When appropriate provide your employees with, and require them to wear, protective clothing including: safety glasses, gloves, hard hats, steel toed boots, headphones, hearing protective equipment, wrist braces, back support belts, and the like.
- Do not allow productivity pressures to compromise safety.

- Make sure the furniture and equipment you use at the work is ergonomically designed. This includes chairs, computer keyboards, computer screens, as well as other equipment involving repetitive physical use.
- Address indoor pollution problems through proper ventilation and inspection.
- Regularly inspect your equipment for functionality and safety purposes.
- Have a safety officer, a safety plan, and conduct safety meetings.
- Make sure to send ill employees home before allowing them to work around dangerous machinery.
- Make sure you communicate emergency response plans for fire, earthquakes, hurricanes, flooding, etc.
- Drug test new employees and after accidents.
- Clearly set forth smoking prohibitions and participate in anti-smoking campaigns.
- Do a criminal reference check for employees in positions of responsibility for elders, infants and others who are dependant on their care.
- Do pre-hire and annual Department of Motor Vehicle (DMV) checks for all employees who drive as part of their job.



CHECKLIST FOR SAMPLE EMERGENCY INSTRUCTIONS

FOLLOW THESE RULES IN AN EMERGENCY

- Stop work and leave the building IMMEDIATELY when the fire alarm sounds or when you are instructed to do so!
- Follow instructions, avoid panic, and cooperate with those responding to the emergency.
- Proceed to the designated or nearest exit.
- Turn off computers, equipment, fans, etc., and close desk drawers.
- Do NOT delay your exit from the building by looking for belongings or other people.
- When leaving the building, go to a clear area well away from the building. Do not obstruct fire hydrants or the responding fire/rescue workers and their equipment.
- Do not re-enter the building until instructed to do so by your supervisor or fire/rescue worker.
- The above rules will be enforced. Periodic fire emergency drills may be conducted. Your life and the lives of others will depend on your cooperation.

Emergency plan:

This company has a responsibility for minimizing the danger to life, property, and job security arising from the effects of fire, riots, civil commotion, and natural and man-made disasters. To accomplish this purpose, a Quick Reaction Team has been developed to respond to emergencies.

Their responsibilities include the following:

- Arrange for evacuation of employees
- Render first aid
- Salvage and restore company operations
- If you ever discover a fire:
 - Remain calm. Do not shout “Fire!” but instead pull the nearest fire alarm
 - Dial “911” on the telephone and give the operator the location of the fire, the floor, wing, and room number, if possible.

CHECKLIST FOR ERGONOMICS ISSUES

“Ergonomics” is the study of physical work and it has never been more important to business owners and managers. As new technologies become available to help us do our jobs better, we hear reports that the same technologies can cause repetitive injuries or cumulative trauma. Employees who develop cumulative trauma or repetitive stress disorders may seek compensation from their employers who failed to heed early warning signs. Proactive attention to ergonomics when your employees are first placed at new workstations could prevent serious workplace injuries down the line – which will prevent your company facing citations, fines, or litigation.

The following checklist can help you make sure every employee who uses a desktop computer is comfortable and healthy. This checklist can be downloaded to your firm’s Intranet site for your employees to use.

Can every employee answer “yes” to each of the following questions?

- It is easy for me to get in and out of my workstation.
- My chair adjusts so that my upper legs and lower legs form a right angle.
- My chair has armrests.
- The keyboard sits at my waist; my upper arms and lower arms form a right angle.
- My wrists are not bent while typing.
- A wrist rest is available if I want one.
- I can tilt the keyboard.
- I can easily reach the mouse pad.
- The chair back supports my lower back.
- The chair back supports my upper back.
- My feet rest comfortably on the floor.
- A footrest is available if I want one.
- An adjustable document holder is available if I want one.
- I have a color monitor that is adjustable for contrast and brightness.
- My monitor sits at or just below eye level and is not too close or too far from me.
- My monitor has a glare protection screen.
- There is plenty of light at my workstation.

- A desk lamp is available to me if I want one.
- My work surface easily accommodates the books and tools I use regularly.
- The telephone is near my chair—I don’t have to reach.
- A telephone headset is available to me if I want one.
- I am comfortable with my workload; I don’t do the same task all day long.
- I take advantage of breaks and my lunch period to get up and move around.
- I have received training about cumulative trauma.
- I know the telltale signs of repetitive stress and other workplace injuries.
- If my workstation became uncomfortable, I would tell my supervisor.

CHECKLIST FOR HOW TO BE AN EXCELLENT EMPLOYEE

- Understand that all relationships require trust, direction, communication and commitment to be successful.
- Keep yourself healthy, focused and alert at all times.
- Don't be afraid to admit mistakes. It is better to admit that you made a mistake, realize why you made the mistake, and then make sure you don't do it again.
- Don't be afraid to say, "I don't know." It is better to confess ignorance and learn the right way of doing things than to pass on, or rely on, false information that may be damaging to you and the company.
- Don't talk behind someone's back. If you decide to come to work for us we expect your loyalty and best efforts. You should expect ours in return. If you dislike your supervisor or the company then let us know what is bothering you and we will try to work it out.
- Don't just punch the clock. If you run out of things to do during the workday, find out if there is anything else you can do to help bring value to the company, its clients, customers and other stakeholders.
- Find the value in the diversity of our employees and customers.
- Dress correctly. Wear clothes that will make other people feel comfortable and that reflects your value to the company.
- Don't harass, discriminate, use profanity or tell off-color jokes.
- Be honest and trustworthy. Follow the Code of Ethics provided in the Employee Handbook.
- Think! Be creative and innovative. The company is willing to listen to any suggestions or ideas you have which would increase the quality and value of our products or services.
- Follow the Golden Rule! Act with respect and responsibility towards those around you.

CODE OF ETHICS

[COMPANY NAME]

[COMPANY NAME] will conduct its business honestly and ethically wherever we operate in the world. We will constantly improve the quality of our services, products and operations and will create a reputation for honesty, fairness, respect, responsibility, integrity, trust and sound business judgment. No illegal or unethical conduct on the part of officers, directors, employees or affiliates is in the company's best interest. [COMPANY NAME] will not compromise its principles for short-term advantage. The ethical performance of this company is the sum of the ethics of the men and women who work here. Thus, we are all expected to adhere to high standards of personal integrity.

Officers, directors, and employees of the company must never permit their personal interests to conflict, or appear to conflict, with the interests of the company, its clients or affiliates. Officers, directors and employees must be particularly careful to avoid representing [COMPANY NAME] in any transaction with others with whom there is any outside business affiliation or relationship. Officers, directors, and employees shall avoid using their company contacts to advance their private business or personal interests at the expense of the company, its clients or affiliates.

No bribes, kickbacks or other similar remuneration or consideration shall be given to any person or organization in order to attract or influence business activity. Officers, directors and employees shall avoid gifts, gratuities, fees, bonuses or excessive entertainment, in order to attract or influence business activity.

Officers, directors and employees of [COMPANY NAME] will often come into contact with, or have possession of, proprietary, confidential or business-sensitive information and must take appropriate steps to assure that such information is strictly safeguarded. This information – whether it is on behalf of our company or any of our clients or affiliates – could include strategic business plans, operating results, marketing strategies, customer lists, personnel records, upcoming acquisitions and divestitures, new investments, and manufacturing costs, processes and methods. Proprietary, confidential and sensitive business information about this company, other companies, individuals and entities should be treated with sensitivity and discretion and only be disseminated on a need-to-know basis.

Misuse of material inside information in connection with trading in the company's securities can expose an individual to civil liability and penalties under the [ACT]. Under this Act, directors, officers, and employees in possession of material information not available to the public are "insiders." Spouses, friends, suppliers, brokers, and others outside the company who may have acquired the information directly or indirectly from a director, officer or employee are also "insiders." The Act prohibits insiders from trading in, or recommending the sale or purchase of, the company's securities, while such inside information is regarded as "material", or if it is important enough to influence you or any other person in the purchase or sale of securities of any company with which we

do business, which could be affected by the inside information. The following guidelines should be followed in dealing with inside information:

- Until the material information has been publicly released by the company, an employee must not disclose it to anyone except those within the company whose positions require use of the information.
- Employees must not buy or sell the company's securities when they have knowledge of material information concerning the company until it has been disclosed to the public and the public has had sufficient time to absorb the information.
- Employees shall not buy or sell securities of another corporation, the value of which is likely to be affected by an action by the company of which the employee is aware and which has not been publicly disclosed.

Officers, directors and employees will seek to report all information accurately and honestly, and as otherwise required by applicable reporting requirements.

Officers, directors and employees will refrain from gathering competitor intelligence by illegitimate means and refrain from acting on knowledge which has been gathered in such a manner. The officers, directors and employees of [COMPANY NAME] will seek to avoid exaggerating or disparaging comparisons of the services and competence of their competitors.

Officers, directors and employees will obey all Equal Employment Opportunity laws and act with respect and responsibility towards others in all of their dealings.

Officers, directors and employees will remain personally balanced so that their personal life will not interfere with their ability to deliver quality products or services to the company and its clients.

Officers, directors and employees agree to disclose unethical, dishonest, fraudulent and illegal behavior, or the violation of company policies and procedures, directly to management.

Violation of this Code of Ethics can result in discipline, including possible termination. The degree of discipline relates in part to whether there was a voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

Remember that good ethics is good business

POLICY RESTRICTING PERSONAL USE OF EMPLOYER'S COMPUTERS AND SYSTEMS

1. PURPOSE

- a) To remain competitive, better serve our customers and provide our employees with the best tools to do their jobs, [COMPANY NAME] (“the Company”) makes available to our workforce access to one or more forms of electronic media and services, including but not limited to: computers, software, printers, copiers, files, databases, cellular phone, pager, e-mail, telephones, voicemail, fax machines, external electronic bulletin boards, wire services, online services, intranet, Internet and the World Wide Web.
- b) [COMPANY NAME] encourages the use of these media and associated services because they can make communication more efficient and effective and because they are valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the organization should remember that electronic media and services provided by the company are company property and their purpose is to facilitate and support company business. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner.
- c) To ensure that all employees are responsible, the following guidelines have been established for using e-mail and the Internet. No policy can lay down rules to cover every possible situation. Instead, it is designed to express [COMPANY NAME] philosophy and set forth general principles when using electronic media and services.

2. Authorization

Access to the [COMPANY NAME] technology resources is within the sole discretion of the Company. Generally, employees are given access to the Company's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the Company's technology resources will be given access to the necessary technology. Additionally, employees must successfully complete company-approved training before being given access to the [COMPANY NAME] technology resources.

3. PROHIBITED COMMUNICATIONS

Electronic media cannot be used for knowingly copying, transmitting, retrieving, or storing any communication that is:

- Discriminatory or harassing;
- Derogatory to any individual or group;

- Obscene, sexually explicit, pornographic, defamatory or threatening;
- In violation of any license governing the use of software;
- Engaged in for any purpose that is illegal or contrary to [COMPANY NAME] policy or in a manner contrary to the best interests of the Company, in any way that discloses confidential or proprietary information of the Company or third parties, or for personal or pecuniary gain; or
- Protected by copyrights laws unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

4. PROFESSIONAL CONSIDERATIONS

It is important to maintain a proper spirit and tone to your communications over the system. The following guidelines are suggested:

- Make your communications positive, constructive, complete, factual.
- Don't write when angry and edit before sending.
- Be careful with humor – they can't see you wink 😊.
- Always avoid sarcastic humor.
- Never use all caps – that is perceived as “SHOUTING!”
- Avoid belaboring disagreements in e-mail – there is a time for face-to-face meetings.
- Always guide your recipient in responding by stating what you need and by when.
- Pay attention to grammar and spelling, both to protect your own reputation and intelligence, and to avoid irritating your recipients who are distracted by careless mistakes.

5. PERSONAL USE

The computers, electronic media and services provided by [COMPANY NAME] are primarily for business use to assist employees in the performance of their jobs. As long as personal use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with the Company's business, and does not violate any Company policy, occasional, or incidental use of electronic media (sending or receiving) for personal, non-business purposes is understandable and acceptable, and all such use should be done in a manner that does not negatively affect the systems' use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

The Company assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on the Company's technology resources. The Company accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any Company property. The Company strongly discourages employees from storing any personal data on any of the Company's technology resources.

6. ACCESS TO EMPLOYEE COMMUNICATIONS

- a) Generally, electronic information created and/or communicated by an employee using e-mail, word processing, utility programs, spreadsheets, voicemail, telephones, Internet and bulletin board system access, and similar electronic media is not reviewed by the company. However, the following conditions should be noted:

[COMPANY NAME] does routinely gather logs for most electronic activities or monitor employee communications directly, be it:

- i) **Telephone Use and Voicemail:** Records are kept of all calls made from and to a given telephone extension. Although voicemail is password protected, an authorized administrator can reset the password and listen to voicemail messages.
- ii) **Electronic Mail:** Electronic mail is backed-up and archived. Although electronic mail is password protected, an authorized administrator can reset the password and read electronic mail.
- iii) **Descontractop Facsimile Use:** Copies of all facsimile transmissions sent and received are maintained in the facsimile server.
- iv) **Document Use:** Each document stored on Company computers has a history, which shows which users have accessed the document for any purpose.
- v) **Internet Use:** Internet sites visited, the number of times visited, and the total time connected to each site is recorded and periodically monitored.

[COMPANY NAME] reserves the right, at its discretion and without notice, to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other company policies, or to investigate misconduct, to locate information, or for any other business purpose.

- b) Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on the Company's technology resources, including personal information or messages. Accordingly, if they have sensitive information to transmit, they should use other means.

All messages sent and received, including personal messages, and all data and information stored on the Company's electronic-mail system, voicemail system, or computer systems are Company property regardless of the content. As such, the Company reserves the right to access all of its technology resources including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

Passwords do not confer any right of privacy upon any employee of the Company. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

Deleting or erasing information, documents, or messages maintained on the Company's technology resources is, in most cases, ineffective. All employees should understand that any information kept on the Company's technology resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the Company periodically backs-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential.

7. The Internet And On-Line Services

The Company provides authorized employees access to on-line services such as the Internet. The Company expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the Company's Technology Resources to access, download, or contribute to the following:

- gross, indecent, or sexually-oriented materials;
- sports sites;
- job-search sites;
- entertainment sites;
- gambling sites;
- games, humor;
- illegal drug-oriented sites;
- personal pages of individuals; and
- politically-oriented sites or sites devoted to influencing the course of legislation or public policy.

Additionally, employees must not sign "guest books" at Web sites or post messages to Internet news groups or discussion groups at Web sites. These actions will generate junk electronic mail and may expose the Company to liability or unwanted attention because of comments that employees may make. The Company strongly encourages employees who wish to access the Internet for non-work-related activities to get their own personal Internet access accounts.

8. PARTICIPATION IN ONLINE FORUMS

- a) Employees should remember that any messages or information sent on company-provided facilities to one or more individuals via an electronic network – for example, Internet mailing lists, bulletin boards, and online services – are statements identifiable and attributable to [COMPANY NAME].

- b) [COMPANY NAME] recognizes that participation in some forums might be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area.

9. SOFTWARE

To prevent computer viruses from being transmitted through the company's computer system, unauthorized downloading of any unauthorized software is strictly prohibited. Only software registered through [COMPANY NAME] may be downloaded. No employee may load any software on the Company's computers, by any means of transmission, unless authorized in advance by [Company name]'s system administrator.

10. SECURITY/APPROPRIATE USE

- a) Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by company management, employees are prohibited from engaging in, or attempting to engage in:
- Monitoring or intercepting the files or electronic communications of other employees or third parties;
 - Hacking or obtaining access to systems or accounts they are not authorized to use;
 - Using other people's log-ins or passwords; and
 - Breaching, testing, or monitoring computer or network security measures.
- b) No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- c) Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- d) Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.
- e) The Company has installed a variety of programs and devices to ensure the safety and security of the Company's technology resources. Any employee found tampering or disabling any of the Company's security devices will be subject to discipline up to and including termination.

11. ENCRYPTION

Employees can use encryption software supplied to them by the systems administrator for purposes of safeguarding sensitive or confidential business information. Employees who use encryption on files stored on a company computer must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

12. Confidential Information

The Company is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both the Company and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the Company's technology resources.

Confidential Information should not be accessed through the Company's technology resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via technology resources should be marked with the following confidentiality legend:

"This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

13. VIOLATIONS

Any employee who abuses the privilege of their access to e-mail or the Internet in violation of this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability.

14. Procedures

Procedures for accessing the Voicemail, E-mail and Internet system, as well as the guidelines for how to properly send and retain information, may be obtained by contacting [Name of the systems administrator].

The Voicemail/E-mail/Internet policies and procedures should be reviewed by each employee on a semi-annual basis.

Questions concerning the use of the Voicemail/E-mail/Internet system should be directed to the systems administrator. Questions concerning the improper use of the system should be directed to the employee's immediate supervisor, and if not satisfied with the response, to the systems administrator.

15. EMPLOYEE AGREEMENT ON USE OF E-MAIL AND THE INTERNET

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the Company's computer and telecommunications equipment and services. I understand that I have no expectation of privacy when I use any of the telecommunication equipment or services. I am aware that violations of this guideline on appropriate use of the e-mail and Internet systems may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that my use of the e-mail and Internet may reflect on the image of [COMPANY NAME] to our customers, competitors and suppliers and that I have responsibility to maintain a positive representation of the company. Furthermore, I understand that this policy can be amended at any time.

Dated: _____

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

COPYRIGHT COMPLIANCE – PHOTOCOPYING POLICY

POLICY RESTRICTING USE OF EMPLOYER’S PHOTOCOPY MACHINES

TERMS

Users of the company’s photocopy machines are reminded of the company’s guidelines for the use of such equipment:

- You may not photocopy a copyrighted work as a substitute for the purchase of, or subscription to, the work.
- You may make a single photocopy of a copyrighted work for purposes of your own scholarship, research, criticism, comment or teaching.

The company prohibits use of its photocopy machines for any purpose that violates federal copyright law. If you have any questions about whether photocopying a particular work would violate federal copyright law, please consult [name of appropriate person at company] or the company’s General Counsel.

EMPLOYEE AGREEMENT ON USE OF PHOTOCOPY MACHINE

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the Company's equipment and services. I am aware that violations of this guideline on appropriate use of photocopy machine may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that I have responsibility to maintain a positive representation of the company and govern myself accordingly. Furthermore, I understand that this policy can be amended at any time.

Dated: _____

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

LONG-TERM DISABILITY PLAN

Introduction

If you are unable to work due to illness or accidental injury that lasts longer than [NUMBER] consecutive days, you may be entitled to benefits under the [COMPANY NAME] Long-Term Disability (LTD) Plan.

Established [DATE], the Plan covers eligible employees of [COMPANY NAME].

In a nutshell: Qualifying employees who are totally disabled receive a benefit equal to [%] of basic monthly compensation as defined in the Plan. Benefits may continue for up to [NUMBER] months if you are certified totally disabled and are unable to perform the duties of your regular job. Benefits may continue for longer than [NUMBER] months if you continue to be certified disabled and are unable to do any work consistent with your education and training.

This is a summary plan description. These regulations require that the rights, benefits, and limitations of a welfare plan be explained in ordinary, non-technical language capable of being understood by the average plan participant. This is, by its nature, a summary. If there is any conflict between this summary and the complete Plan and related trust agreement, the provisions of the Plan document and trust agreement will be controlling.

Copies of the LTD Plan document are available from [Name of person who keeps the LTD policy, if this is applicable].

1. Definitions

a) Active work, actively at work, active employment

A Plan participant's attendance in person at his or her usual and customary place of work, acting in the full-time performance of the duties of his or her occupation for wages or profit. This includes company-authorized vacation or personal leave.

b) Claims administrator

The organization or person who is at any particular time processing claims for benefits and fulfilling other specified duties of the Claims Administrator under the Plan.

c) Participant

Any employee becoming covered under the terms and provisions of the Plan. Each active employee of [COMPANYNAME] who has completed one year of service and who is a participant in [COMPANYNAME]'s pension plan. For [COMPANY NAME], the term includes all active, regular employees who have completed one year of service and are participants in [COMPANY NAME]'s pension plan, and all full-time hourly and part-time hourly employees who have [NUMBER] years' service in [COMPANY NAME]'s pension plan.

d) Employee

Each active employee of an employer, including, in the case of [COMPANY NAME], all active full-time hourly and part-time hourly employees.

e) Employer

[COMPANY NAME].

f) First day of long-Term disability

The first day after a [NUMBER]-consecutive-day period in which the Participant is unable to perform the material duties of his or her occupation solely because of sickness or accidental injury.

g) First day of total disability

The first day on which the Participant is unable to perform the material duties of his or her occupation solely because of sickness or accidental injury.

h) Physician

Any person (other than the Participant or his spouse, child, brother, sister, or parent, or the child, brother, sister, or parent of the Participant's spouse) who is licensed by the law of the state in which treatment is received as qualified to treat the sickness or injury for which claim is made under the Plan.

i) Plan

[COMPANY NAME]'s Long-Term Disability Plan.

j) Plan administrator

[Name of plan administrator]

k) Qualifying period

The [NUMBER]-consecutive-day period during which a participant is totally disabled, commencing on the first day on which he or she is totally disabled. To be eligible to receive Plan benefits, a participant must satisfy the entire qualifying period and be determined to be totally disabled under the terms of the Plan.

l) Rehabilitation program

A program to help any participant return to active, permanent work.

m) Total disability

An employee is considered totally disabled when he or she is unable to perform the material duties of his or her occupation solely because of sickness or accidental injury.

n) Trust

The [COMPANY NAME] Employee Benefit Trust that has been established to fund the benefits under the Plan.

o) Trust assets

The total of all assets of every kind or nature, both principal and income, at any time and from time to time held in the trust.

p) Trustee

The corporation and/or individual or individuals who from time to time is or are the duly appointed and acting trustee or trustees of the trust.

2. Participation

a) Eligibility

Active employees of [COMPANY NAME] are eligible to participate in the Long-Term Disability Plan once they have completed one full year of service and have satisfied the requirements for participation in the [COMPANY NAME] Consolidated Pension Plan (completion of [NUMBER] hours of employment in a [NUMBER]-month period marked by anniversaries of your date of hire).

In the case of [COMPANY NAME] full-time hourly and part-time hourly employees, participation in the LTD Plan is available once you complete [NUMBER] years of qualifying service.

LTD benefits are not available to retirees.

b) Commencement of participation

Participation begins on the date you satisfy the eligibility requirements. If you are absent from work for any reason other than approved personal leave or vacation on the date on which you become eligible, you become a participant on the date on which you return to active work.

c) Termination of participation

Participation in the Plan ends when one of the following occurs:

- i) You are no longer an active, regular employee of a participating employer.
- ii) The Plan is terminated (regardless of whether or not you are disabled).
- iii) You retire under the [COMPANY NAME] Consolidated Pension Plan.

d) Disclaimer of employment obligation

Participation in the Plan does not limit [COMPANY NAME]'s right to discharge any participant from employment, nor does it give any employee the right to continued employment.

3. Entitlement to benefits

To qualify for LTD benefits, you must be totally disabled for a [NUMBER]-consecutive-day period, you must be under the regular care and treatment of a licensed physician and you must be certified disabled by [ADMINISTRATOR'S NAME], based on conclusive medical evidence. You must also have applied for Social Security disability benefits and for any benefits available to you through other disability programs, including those available through the state in which you reside.

a) Total disability and the qualifying period

You are considered totally disabled when you are unable to perform the material duties of your occupation solely due to sickness or accidental injury.

To qualify for Plan benefits, you must be totally disabled for a [NUMBER]-consecutive-day period. During that time, you may qualify for benefits under [COMPANY NAME]'s salary continuation/short-term disability program. Even in cases where short-term benefits are, you could be entitled to LTD benefits if your disability is continuous for [NUMBER] consecutive days.

b) Recurrent and successive disability during the qualifying period

All days from the onset of disability on which you cannot work will be considered to be "continuous" and "consecutive" days of disability if they are from the same cause, unless you are able to return to work for a period of [NUMBER] days or more during the qualifying period.

c) Unrelated disability

If during your initial total disability qualifying period you incur an unrelated total disability while you are unable to work, you may aggregate your periods of total disability for purposes of satisfying the [NUMBER]-day qualifying period.

d) Recurrent and successive disability after the qualifying period

If you return to work following a period of long-term disability and become disabled due to the same or related problems within six months following your return to work, you will not be required to complete an additional qualifying period.

e) Long-Term disability

As used in the Plan, the term "long-term disability" has [NUMBER] definitions:

- i) In the first [NUMBER] months of Plan payments, "long-term disability" means your inability to perform the material duties of your regular job solely because of sickness or accidental injury.
- ii) After the first [NUMBER] months of Plan payments, "long-term disability" means your inability to engage in ANY occupation for which you are qualified or could reasonably become qualified based on your education, training and experience.

f) Limitations

Long-term disability benefits are not paid for disabilities resulting from:

- i) intentionally self-inflicted injuries
- ii) participation in a felony or as a result of such participation
- iii) services in the armed forces of any country

g) Claims administration

Claims Administration under the Plan is handled by [Name of claims administrator].

As Claims Administrator, [Name of claims administrator] has been delegated the authority to approve or deny claims for long-term disability benefits, based on medical documentation. Forms for this purpose are provided to disabled employees.

[Name of claims administrator] will also advise on LTD appeals.

h) Claims for benefits

Claims for long-term disability benefits are made on forms provided by [Name of claims administrator].

These forms are forwarded to you automatically when your disability lasts longer than three and a half months if the Claims Administrator feels, based on a review of existing medical documentation, that your disability is likely to last longer than [NUMBER] days.

i) Conclusive medical evidence

To qualify for benefits under the Plan, total disability must be supported by current medical documentation. A claimant must be in the continuous care of a qualified physician under a course of treatment appropriate for the disability.

A claimant may be asked to undergo a medical examination by a physician designated by the Claims Administrator. For example, if a claimant's doctor cannot substantiate a finding of total disability with objective evidence, an independent evaluation may be required.

When a claimant cannot or will not provide conclusive medical evidence of total disability, LTD benefits will be denied or discontinued.

j) Ongoing certification of disability

Continuation of LTD benefit payments will require ongoing certification of disability based on updated medical documentation. Frequency of claim review is determined by the Claims Administrator.

k) Application for Social Security benefits

Except in cases where return to work will occur soon after the [NUMBER]-day qualifying period, all claimants for LTD benefits must apply for Social Security benefits.

Long-Term disability benefits are offset by benefits available from Social Security. However, these projected benefits are not offset against your monthly benefit until you actually receive a Social Security award.

When a participant receives the award which pays retroactively for the period during which he or she was eligible to receive Social Security benefits, the participant turns over those amounts to the Plan as repayment for benefits previously advanced. Participants are required to sign an agreement to this effect as a condition of receiving benefits under the Plan.

l) Application for state disability benefits

If you live in a state that maintains a disability program to which you and/or your employer are making contributions, please contact [Name of person who handles benefits] for information on how to file for these benefits.

4. Calculation of benefits

a) Benefit amount

The long-term disability benefit is [%] of base monthly compensation minus other disability income (see below), with base monthly compensation defined in the Plan as follows:

- i) *for salaried employees: the average monthly earnings (base salary, bonuses and overtime, but excluding awards and special payments) for the last [NUMBER] months of full pay immediately preceding the first date of disability (the first day of the [NUMBER]-day qualifying period).*
- ii) *for commissioned sales representatives: the average monthly amount of commissions attributed to the [NUMBER] months immediately preceding the first day of total disability. (For reps with less than [NUMBER] full years of commissions, benefit is based on the average of the total number of months on commission.)*
- iii) *for employees paid on the basis of salary plus commission: the sum of the above (Any salary or earnings rate not determined on a monthly basis is determined using your normal monthly scheduled hours (exclusive of overtime) in effect on the day preceding the first day of total disability.)*

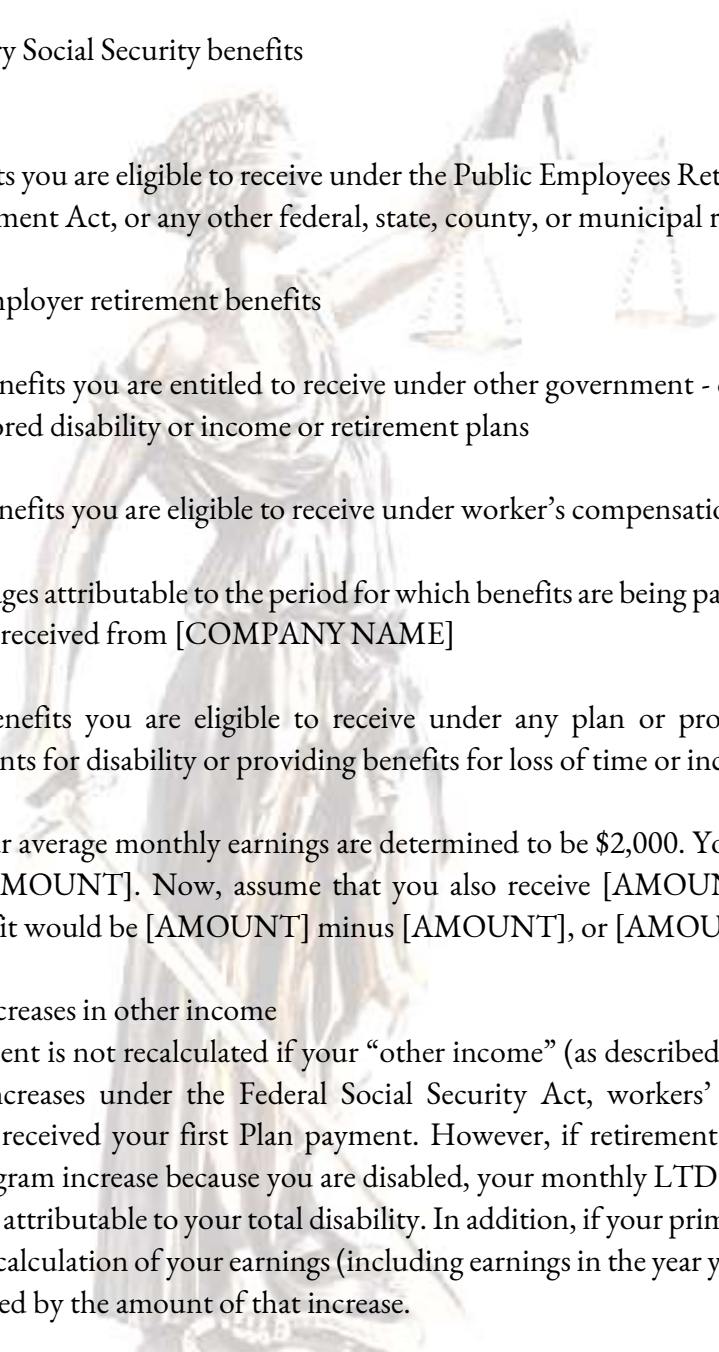
b) Minimum/maximum benefit

The minimum Plan benefit is [AMOUNT] per month.

There is no maximum dollar amount of benefit that you may receive under the LTD Plan's formula for calculation of benefits.

c) Offsets for other income

Long-term disability payments are reduced by any disability and/or income you are receiving including:

- 
- i) any benefits you are eligible to receive as regular salary, commission, bonus, special payments, sick leave, vacation pay, or under any salary continuation plan
 - ii) primary Social Security benefits
 - iii) benefits you are eligible to receive under the Public Employees Retirement Law, the Railroad Retirement Act, or any other federal, state, county, or municipal retirement act or law
 - iv) any employer retirement benefits
 - v) any benefits you are entitled to receive under other government - or [COMPANY NAME]-sponsored disability or income or retirement plans
 - vi) any benefits you are eligible to receive under worker's compensation or similar legislation
 - vii) any wages attributable to the period for which benefits are being paid under the Plan, whether or not received from [COMPANY NAME]
 - viii) any benefits you are eligible to receive under any plan or provision providing periodic payments for disability or providing benefits for loss of time or income

For example: Suppose your average monthly earnings are determined to be \$2,000. Your LTD benefit would be [%] of that \$2,000, or [AMOUNT]. Now, assume that you also receive [AMOUNT] monthly from Social Security. Your LTD benefit would be [AMOUNT] minus [AMOUNT], or [AMOUNT].

d) Increases in other income

Your monthly LTD payment is not recalculated if your "other income" (as described above) is increased due to scheduled or legislated increases under the Federal Social Security Act, workers' compensation, or similar legislation after you have received your first Plan payment. However, if retirement or disability benefits you receive under another program increase because you are disabled, your monthly LTD benefit will be reduced by the amount of the increase attributable to your total disability. In addition, if your primary Social Security benefit is increased because of a recalculation of your earnings (including earnings in the year you become disabled), your LTD benefit will be reduced by the amount of that increase.

e) Partial monthly benefit

For any partial month of disability (generally the first or the last month in your disability period), you will receive one-thirtieth of your monthly benefit for each day on which you are totally disabled during the month. If you qualify only for the minimum benefit, this too will be calculated on a daily basis for partial months.

f) Vacation

You may at any time elect to take the vacation time remaining in your first year of disability and, thereby, receive full pay for those days instead of the [%] LTD daily benefit. In computing your monthly benefit for such months, days on which you take earned vacation will be subtracted from the number of days for which you are eligible for LTD benefits. If you take a full month of vacation, the minimum LTD benefit will not be payable.

5. Payment of benefits

a) Monthly payments

Payments of long-term disability benefits commence on the first day of the month following the first day of Long-Term Disability.

Thereafter, payments are made on the first of each month to cover all or part of the preceding month during which you are certified disabled.

b) Funding

LTD benefits are paid from the assets of the [COMPANY NAME] Employee Benefits Trust. The Trustee is [Name of trustee]. It is the intent of [COMPANY NAME] to prefund the Trust at the end of each year, projecting the Plan's financial needs based on recommendations of independent consultants.

6. Termination of benefits

With the exception of mental or nervous disorders, alcoholism or drug abuse, when all Plan conditions are met, LTD benefits continue for up to [NUMBER] months if you are unable to perform the material duties of your regular job. They could continue longer if you are unable to engage in any occupation for which you are qualified or could reasonably become qualified based on your education, training and experience. And they could continue in modified fashion if you engage in an approved program of rehabilitative employment.

a) Conditions for benefit termination

The foregoing rules notwithstanding, Plan benefits will be discontinued upon any of the following:

- i) your recovery from total disability
- ii) your failure to remain under the regular care and treatment of a qualified physician
- iii) your return to work, except with respect to a rehabilitative program
- iv) your inability or unwillingness to provide complete medical evidence of your total disability
- v) the expiration of the payment period is determined under the following schedule:

Participant's Age at Total Disability Benefit Payment Period	
Less than 62	Up to 65th Birthday
62 but less than 63	36 months
63 but less than 64	[NUMBER] months

b) Special circumstances

Payment of LTD benefits is limited to a maximum of [NUMBER] months if the disability results from:

- i) mental or nervous disorders
- ii) alcoholism or drug abuse
- iii) addiction to or abuse of drugs or other substances including, but not limited to, substances identified by federal or state authorities as controlled substances

7. Retirement benefits

If you have completed [NUMBER] qualifying years of service in the [COMPANY NAME] Consolidated Pension Plan, you continue to accrue years of service for pension calculation purposes for the period of time during which you are receiving LTD benefits.

Additionally, if you are vested, you may decide to retire any time after [AGE]. If you retire, your disability benefits will stop and you will begin receiving your pension in any of the optional forms of payment provided under the pension plan.

8. Rehabilitative employment

The Plan also provides for a program designed to help you return to active, permanent work. However, such a program must be approved by [name of person who will approve rehab program] and your doctor. Rehabilitation programs may include training, physical therapy, or, where possible, part-time work in your old job or a new job.

You will be considered to be engaged in a rehabilitative program if the following conditions are met:

- i) You are totally disabled.
- ii) The rehabilitative plan or program you are participating in is approved by a physician and [Name of person who approves rehab].

Your rehabilitative employment status will be reviewed at least every three months, unless your work duties change or you request a review.

While you are in a period of rehabilitative employment, your monthly LTD benefit is offset by [NUMBER]-thirds of your rehabilitation earnings. Your total income for that period, then, is:

- your rehabilitation income, plus

- the excess of your monthly LTD benefit from the Plan if your LTD amount was larger than [NUMBER]-thirds of your rehabilitation income (otherwise, a minimum Plan benefit of [AMOUNT])

Suppose, for example, that your monthly earnings prior to disability were [AMOUNT]. Your LTD benefit is [%], or [AMOUNT]. You engage in rehabilitative employment and earn [AMOUNT] a month. Here's what you receive for those months:

- rehabilitation earnings: [AMOUNT]
- excess monthly LTD benefit: $[AMOUNT] - ([\%] \times [AMOUNT]) = [AMOUNT]$

Your total earnings for that period of time would be [AMOUNT], of which [AMOUNT] would come from earnings and [AMOUNT] would come from the LTD Plan.

9. Appealing benefit determinations

If you disagree with a decision regarding the benefits to which you are entitled under the Plan, you have [NUMBER] days in which to file a written appeal with the Claim Administrator. Within [NUMBER] days, your claim will be reviewed and you will receive a written decision regarding your appeal. This [NUMBER]-day period may be extended for an additional [NUMBER] days if circumstances warrant such an extension. If your claim is denied, in whole or in part, you will receive all of the following:

- written notification of the reason(s) for the denial
- a reference to the Plan provision(s) which is the basis for the denial
- a description of what you need if you choose to file an amended claim
- an explanation of why that information is needed
- an explanation of the Plan's claim procedure

You will then have [NUMBER] days after receiving the decision to file a written notice to request review of that decision by [name of person who will review decisions]. Within [NUMBER] days of your written request, you will receive, in writing, notification of [Name of person who will review decisions]'s decision.

10. Plan administration

The [COMPANY NAME] Long-Term Disability Plan is administered by [ADMINISTRATOR'S NAME].

[ADMINISTRATOR'S NAME] has authority to make rules and regulations necessary for the administration of the Plan, to construe and interpret the Plan and to make sure that all Participants are treated uniformly and equitably.

[ADMINISTRATOR'S NAME] is empowered to delegate responsibility for Plan administration, including the appointment of a Claim Administrator to advise on eligibility for participation, eligibility for benefits, amount of benefits, etc.

Day-to-day responsibility for the administration of the Plan has been delegated to [ADMINISTRATOR'S NAME], who works closely with [Name of person who oversees benefits].

11. Plan amendment and termination

a) Plan amendment

The LTD Plan may be amended at any time with the consent of [COMPANY NAME].

b) Plan termination

While it is the intent of [COMPANY NAME] to continue this Plan indefinitely, [COMPANY NAME] does reserve the right to terminate the Plan at any time.

If the Plan is terminated, and if you are totally disabled on the effective date of the Plan termination and are otherwise entitled to benefits under the Plan, you will continue to receive those benefits in accordance with Plan provisions. However, benefits will stop if any of the following:

- you cease to be totally disabled
- you return to work for a period of at least six consecutive months in any capacity other than in rehabilitative employment
- you return to work for any period of time and become totally disabled from a cause unrelated to the total disability for which you were receiving benefits

SHORT-TERM DISABILITY PLAN

1. POLICY

- a) [COMPANY NAME] provides a Short-Term Disability Program available to eligible full-time regular employees as approved by [COMPANY NAME] designed to assist those regular employees unable to work due to extended illness or disability lasting up to [NUMBER] months.
- b) All regular employees with more than one year of continuous service based on date of employment as a regular employee are eligible for consideration of Short-Term Disability benefits.
- c) This plan is to be integrated with [COMPANY NAME] Employees' Long-Term Disability Plan, which provides benefit payments to regular employees with at least one year of service, after [NUMBER] months of total disability.
- d) Any illness or impairment of health verified by a certified doctor's written statement, that requires an employee to be absent from work for [NUMBER] or more continuous working days, qualifies the employee for consideration of benefits under the Short-Term Disability Program.
- e) Benefits are available only to an employee who is under a certified physician's care. A doctor must certify the starting, continuing, and ending dates of the employee's disability on Disability Certification Form. Payment of the employee's Short-Term Disability benefits will be delayed or denied if we are unable to certify the initiation or continuing status of the disability period.
- f) Short-Term Disability benefits must be approved before benefits are paid. The fact that an employee presents a doctor's certificate indicating an illness/disability does not in and of itself establish eligibility for Short-Term Disability benefits.
- g) [COMPANY NAME] retains and reserves the right to request additional information from the employee or the employee's physician and/or to request the employee to obtain certification of the illness/disability from a physician of [COMPANY NAME]'s choice at [COMPANY NAME]'s expense, prior to granting approval of Short-Term Disability benefits under this program.
- h) Benefits under this program must be requested by the employee through [Name of person who receives requests] and approved by [Name of person who approves requests].
- i) [COMPANY NAME] may place employees on a medical leave of absence without pay if doubt exists as to the bona fide nature of the illness/disability or if additional medical information is required to substantiate the claim. When additional medical information is requested, employees remain on medical leave of absence without pay until the illness/disability is certified and an effective date obtained based on

the additional information from the employee's physician or a physician of [COMPANY NAME]'s choice.

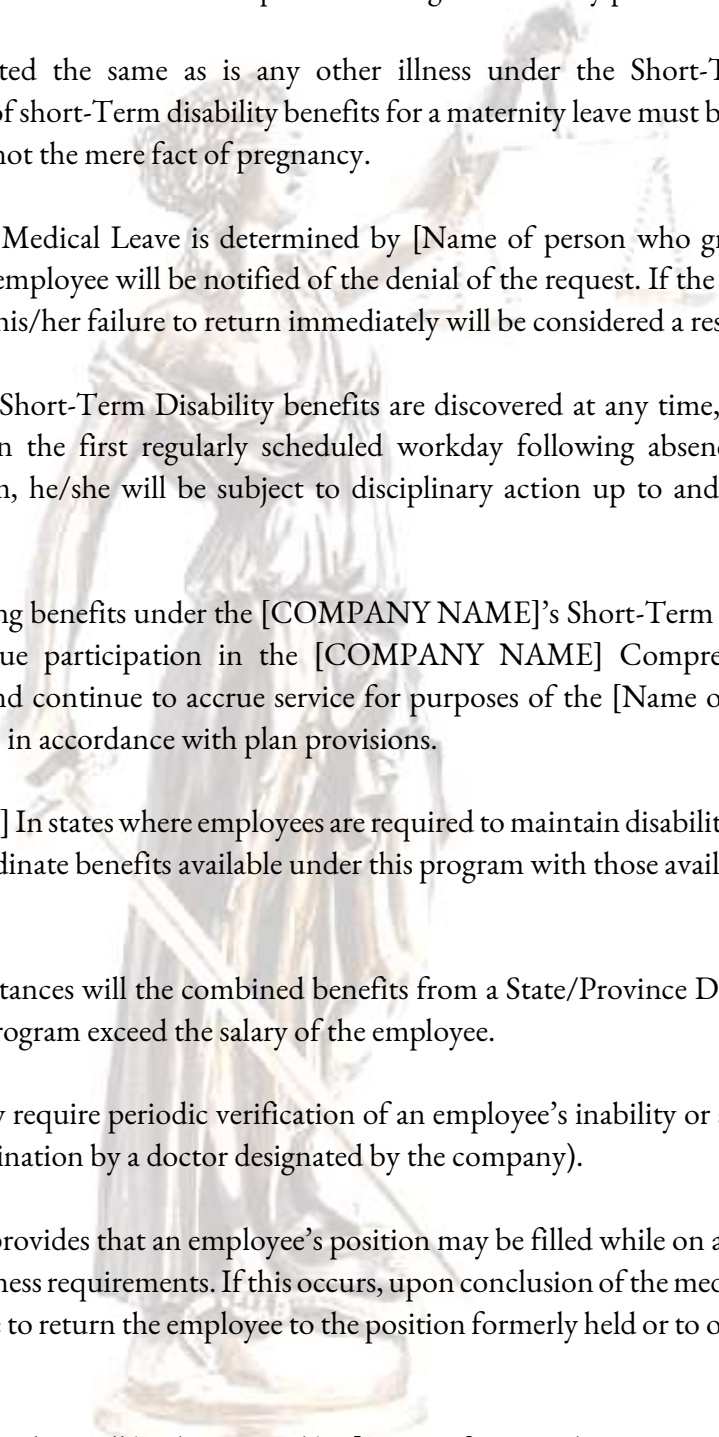
- j) Reconfirmation of disability or long-term illness by the patient's physician will be required by [COMPANY NAME] every two weeks unless a physician is able to project at the outset a total period of disability. These re-certifications may be subject to review by a physician called in at the company option and expense.
- k) Short-Term disability benefits start on the date of the doctor's certificate or the first day of the disability period as indicated by the effective date of the doctor's certificate, whichever is earlier.
- l) Maximum benefits under the Short-Term Disability Program are [NUMBER] working days at full pay or a combination of full and half pay totaling [NUMBER] working days, after which time a determination may be made regarding an employee's eligibility for company-paid Long-Term Disability benefits.

Short-Term Disability benefits are paid in accordance with the following schedule:

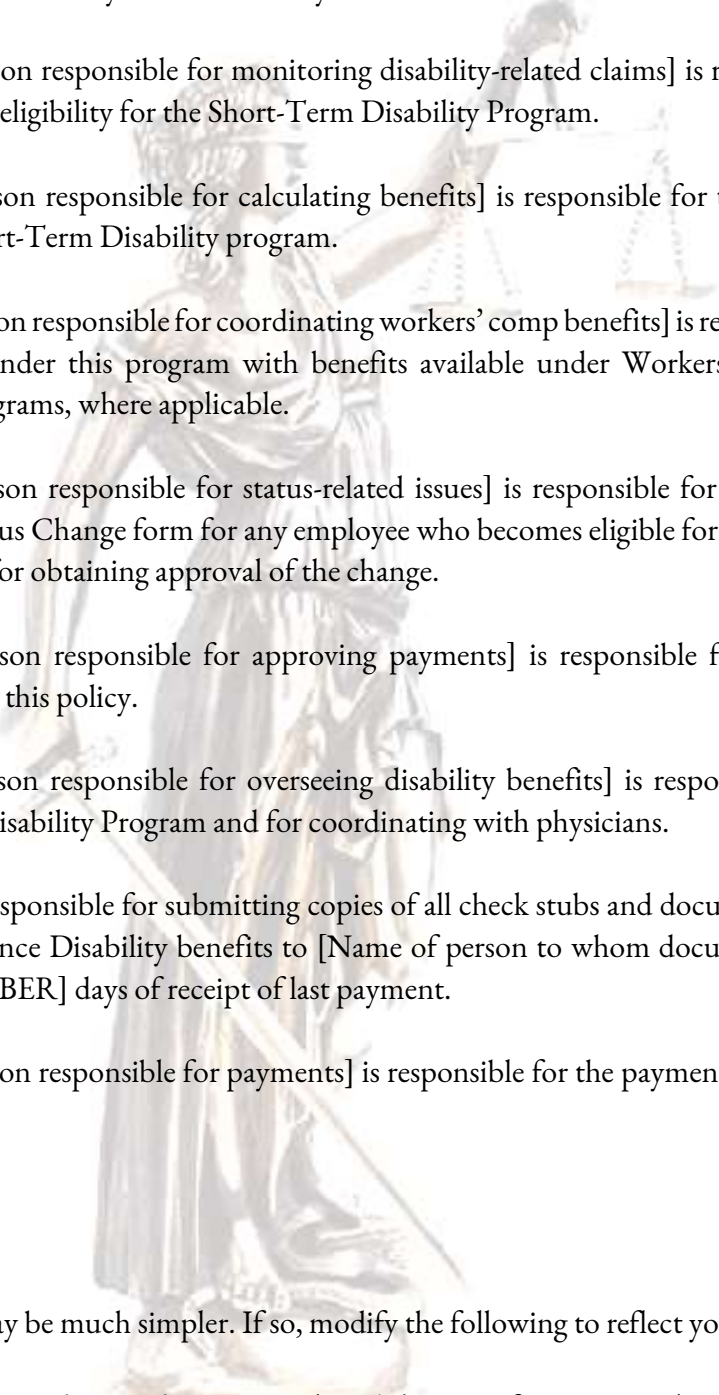
Length of Employment as a Regular Employee	Amount of Benefit
1-2 years	20 days at full pay followed by 20 days at half pay
3 years	30 days at full pay followed by 30 days at half pay
4 years	40 days at full pay followed by 40 days at half pay
5 years	50 days at full pay followed by 50 days at half pay
6 years	60 days at full pay followed by 60 days at half pay
7 years	70 days at full pay followed by 60 days at half pay
8 years	80 days at full pay followed by 50 days at half pay

9 years	90 days at full pay followed by 40 days at half pay
10 years	100 days at full pay followed by 30 days at half pay
11 years	110 days at full pay followed by 20 days at half pay
12 years	120 days at full pay followed by 10 days at half pay
13 years or more (<i>Maximum benefit</i>)	[NUMBER] days at full pay

- m)** The basis for calculation of an account representative's or other incentive compensation employee's benefits is either:
- i) 80% of the total income of the prior 24 months divided by 52 bi-weekly periods (or, if newly eligible, the prior 12 months divided by 26) to determine the average bi-weekly paycheck; or
 - ii) 100% of the true total annual earnings divided by 26 to determine the bi-weekly paycheck, whichever is greater. These employees will be paid Short-Term Disability benefits based on the schedule in l) above. Commission payments cease while the incentive compensation employee is paid Short-Term Disability benefits.
- n)** Regular employees are eligible for the different amounts as stated above according to length of service on their anniversary date. If an anniversary date occurs while an employee is receiving Short-Term Disability benefits, he/she will be eligible for the greater amount of coverage, as outlined in the chart in l) above.
- o)** At the end of six months of continuous disability, an assessment will be made to see if the employee qualifies for disability benefits under the [COMPANY NAME] Long-Term Disability Plan. If at that time, the employee cannot be certified disabled by the Long-Term Disability Plan Administrator, his or her employment may be terminated with the option for rehire when the employee's health allows. If it becomes clear that the employee's return to work is imminent, after paid Short-Term Disability benefits lapse, a leave of absence without pay may be authorized by [Name of person or persons who authorizes leaves of absence].
- p)** [COMPANY NAME] bases disability payments on an incident of disability, rather than on a calendar-year basis. A period of disability begun in one year could extend into the following year.

- 
- q) When the employee returns to work following a period of extended disability or illness and has subsequent absences related to the original disability within [NUMBER] calendar days of the return to work, those absences will be considered part of the original disability period.
 - r) Pregnancy is treated the same as is any other illness under the Short-Term Disability Program. Commencement of short-Term disability benefits for a maternity leave must be based on actual disability of the individual, not the mere fact of pregnancy.
 - s) If the request for Medical Leave is determined by [Name of person who grants leave requests] to be unwarranted, the employee will be notified of the denial of the request. If the employee is not actively at work at this time, his/her failure to return immediately will be considered a resignation.
 - t) If false claims for Short-Term Disability benefits are discovered at any time, or if an employee fails to report to work on the first regularly scheduled workday following absence under the Short-Term Disability Program, he/she will be subject to disciplinary action up to and including termination of employment.
 - u) Employees receiving benefits under the [COMPANY NAME]'s Short-Term Disability Program will be eligible to continue participation in the [COMPANY NAME] Comprehensive Health and Life Insurance plans and continue to accrue service for purposes of the [Name of the company retirement plan, if applicable] in accordance with plan provisions.
 - v) [Only if applicable] In states where employees are required to maintain disability insurance, [COMPANY NAME] will coordinate benefits available under this program with those available under state-mandated programs.
 - w) Under no circumstances will the combined benefits from a State/Province Disability Plan or the Short-Term Disability program exceed the salary of the employee.
 - x) The company may require periodic verification of an employee's inability or ability to work (including, for example, examination by a doctor designated by the company).
 - y) Company policy provides that an employee's position may be filled while on a leave if this is necessary in order to meet business requirements. If this occurs, upon conclusion of the medical leave, every reasonable effort will be made to return the employee to the position formerly held or to one of similar responsibility and salary level.
 - z) Exceptions to this policy will be determined by [Name of person determining benefits policies].

2. RESPONSIBILITIES

- 
- a) The employee is responsible for completing his/her section of the Disability Certification Form and for obtaining the necessary information from the attending physician or a physician of [COMPANY NAME]'s choice, who must certify the nature, extent of illness or injury and projected duration of the employee's disability on the Disability Certification Form.
 - b) [Name of person responsible for monitoring disability-related claims] is responsible for monitoring an employee's eligibility for the Short-Term Disability Program.
 - c) [Name of person responsible for calculating benefits] is responsible for the calculation of benefits under the Short-Term Disability program.
 - d) [Name of person responsible for coordinating workers' comp benefits] is responsible for coordinating the benefits under this program with benefits available under Workers' Compensation or State Disability Programs, where applicable.
 - e) [Name of person responsible for status-related issues] is responsible for initiating the appropriate Personnel Status Change form for any employee who becomes eligible for the Short-Term Disability Program and for obtaining approval of the change.
 - f) [Name of person responsible for approving payments] is responsible for approving payment of benefits under this policy.
 - g) [Name of person responsible for overseeing disability benefits] is responsible for monitoring the Short-Term Disability Program and for coordinating with physicians.
 - h) Employee is responsible for submitting copies of all check stubs and documentation of payments of all State/Province Disability benefits to [Name of person to whom documents are to be delivered] within [NUMBER] days of receipt of last payment.
 - i) [Name of person responsible for payments] is responsible for the payment of Short-Term Disability benefits.

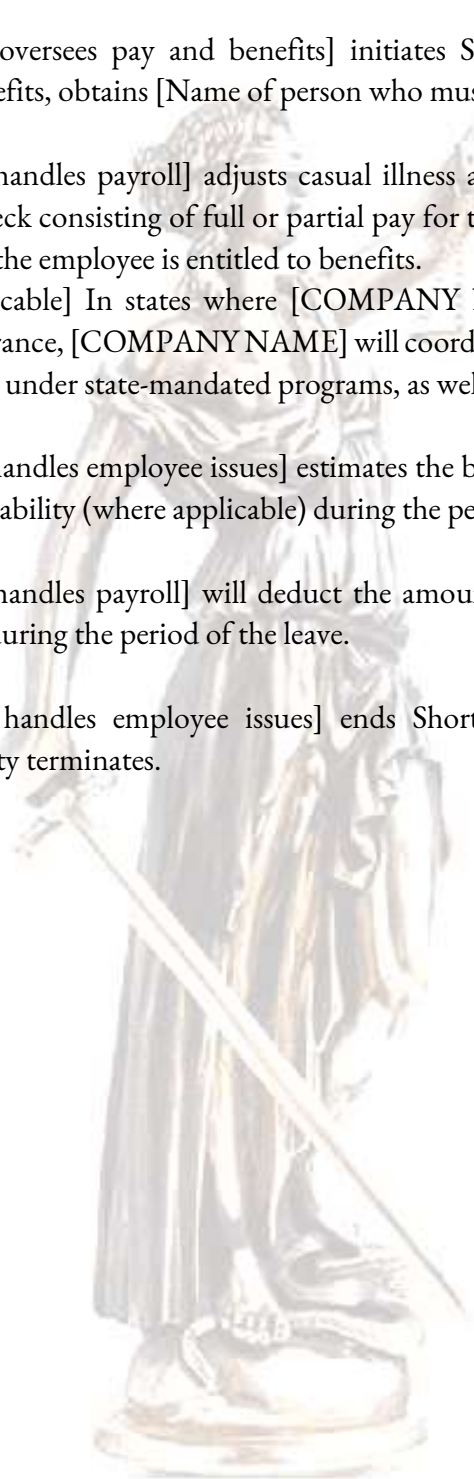
3. PROCEDURES

Note: Your procedures may be much simpler. If so, modify the following to reflect your circumstances.

- a) Employee obtains physician's statement (Disability Certification Form), certifying nature, extent and duration of illness/disability and forwards it to [Person to whom the statement should be delivered].
- b) [Person who reviews the documents] reviews documentation and [person who oversees leave policies, if different from reviewer] regarding leave period. [Person who oversees pay and benefits] may request

additional information or request [COMPANY NAME]'s physician to confirm illness/disability before final approval.

- c) [Person who oversees pay and benefits] initiates Status Change Form authorizing Short-Term Disability benefits, obtains [Name of person who must sign it]'s signature on it.
- d) [Person who handles payroll] adjusts casual illness absence or vacation balance, if necessary, and disburses a check consisting of full or partial pay for the portion of the certified period of disability, during which the employee is entitled to benefits.
- e) [Only if applicable] In states where [COMPANY NAME] employees are required to maintain disability insurance, [COMPANY NAME] will coordinate the benefits available under this plan with those available under state-mandated programs, as well as with Workers' Compensation.
- f) [Person who handles employee issues] estimates the benefit amount employee is expected to receive from State Disability (where applicable) during the period of an approved medical leave.
- g) [Person who handles payroll] will deduct the amount of the benefit from Short-Term Disability benefits paid during the period of the leave.
- h) [Person who handles employee issues] ends Short-Term Disability benefits when employee's illness/disability terminates.



DRUG AND ALCOHOL POLICY

TERMS

Drug and alcohol abuse contributes to billions of dollars of lost productivity and thousands of work place injuries every year. Our policy is to employ a work force free from alcohol abuse or the use of illegal drugs. This company takes drug and alcohol abuse as a serious matter and will not tolerate it. The company absolutely prohibits the use of alcohol or non-prescribed drugs at the work place or while on company premises. It also discourages non-work place drug and alcohol abuse. The use, sale or possession of alcohol or drugs while on the job or on company property will result in disciplinary action, up to and including termination, and may have legal consequences. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful and safe work environment. [Company Name] reserves the right to demand a drug or alcohol test of any employee based upon reasonable suspicion. Reasonable suspicion includes, but is not limited to, physical evidence of use, involvement in an accident, or a substantial drop off in work performance. Failure to take a requested test may lead to discipline, including possible termination.

The company also cautions against use of prescribed or over-the-counter medication which can affect your work place performance. You may be suspended or discharged if the company concludes that you cannot perform your job properly or safely because of using over-the-counter or prescribed medication. Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication which may affect your performance.

Employees must report any conviction under a criminal drug statute for violations occurring on or off the Company's premises while conducting company business. A report of a conviction must be made within [NUMBER] days after the conviction. [Company Name] will make every effort to assist its employees who wish to seek treatment or rehabilitation for drug or alcohol dependency. Conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record. You may also be required to agree to random testing and a "one-strike" rule.

If you have a drug or alcohol problem, please ask for our help!

EMPLOYEE AGREEMENT ON DRUG AND ALCOHOL POLICY

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions. I am aware that violations of this guideline may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that I have responsibility to maintain a positive representation of the company and govern myself accordingly. Furthermore, I understand that this policy can be amended at any time.

Dated: _____

EMPLOYEE

COMPANY

Authorized Signature Authorized Signature

Print Name and Title

Print Name and Title

[YOUR COMPANY NAME]'S DRUG TESTING POLICY

EXAMPLE 1

1. Employees Subject to Testing

Under [Your company name]'s drug and alcohol testing policy, current and prospective employees who work or would work in high-risk or safety-sensitive positions will be asked to submit to drug and alcohol testing. No prospective employee will be asked to submit to testing unless an offer of employment has been made. An offer of [Your company name], however, is conditioned on the prospective employee testing negative for drugs and alcohol.

2. Safeguards

[Your company name]'s policy is intended to comply with all state laws governing drug and alcohol testing and is designed to safeguard employee privacy rights to the fullest extent of the law.

3. Selection

Not all [Your company name] employees will be asked to submit to drug and alcohol testing. Only those employees who [list criteria such as job titles or duties that will require drug testing] are subject to drug and alcohol testing.

4. Tested Substances

[Your company name]'s drug and alcohol testing program is limited to testing for [List what you'll test for, e.g., blood alcohol, specific drugs and drug types]. Any other substances that may be tested using the same method used to test for controlled substances will not be tested and, if found, will not be reported.

5. Written Notice

Before being asked to submit to a drug and/or alcohol test, the employee will receive written notice of the request or requirements.

6. Licensed Laboratories

Any drug and/or alcohol testing required or requested by [Your company name] will be conducted by a laboratory licensed by the state. The employee may obtain the name and location of the laboratory that will analyze the employee's test sample by calling [Name of collection lab] [Number of hours] hours before the employee is scheduled to be tested.

7. Notice of Results

If the employee is asked to submit to a drug or alcohol test, [Your company name] will notify the employee of the results within [Specify time limit, e.g., “24 hours” or “one week”] after it receives them from the laboratory. To preserve the confidentiality [Your company name] strives to maintain, the employee will be notified by [Method of notification] whether the test was negative or confirmed positive and, if confirmed positive, what the next step is.

8. Positive Test Results

If the employee receives notice that the employee's test results were confirmed positive, the employee will be given the opportunity to explain the positive result following the employee's receipt of the test result. In addition, the employee may have the same sample retested at a laboratory of the employee's choice.

9. Adverse Employment Action

If there is reason to suspect that the employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended [With or without] pay until the results of a drug and alcohol test are made available to [Your company name] by the testing laboratory. Where drug or alcohol testing is part of a routine physical or random screening, there will be no adverse employment action taken until the test results are in.

10. Confidentiality

[Your company name] will make every effort to keep the results of drug and alcohol tests confidential. Only persons with a need to know the results will have access to them. The employee will be asked for the employee's consent before test results are released to anyone else. Be advised, however, that test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug testing. Also, results will be sent to federal agencies as required by federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test results will also be made available to the employee's counselor. The results of drug testing in the workplace will not be used against the employee in any criminal prosecution.

aa) Costs

[Your company name] will pay the cost of any drug and alcohol testing that it requires or requests employees submit to, including retesting of confirmed positive results. Any additional tests that the employee requests will be paid for by the employee.

bb) Drug and Alcohol Use at Work Prohibited

[Your company name] will not tolerate any use of non-prescribed drugs or alcohol during work hours. If the employee comes to work under the influence of drugs or alcohol or use drugs or alcohol during work time, the employee will be [Describe consequences; e.g., “sent home without pay,” “disciplined,” “terminated”].

cc) Posting

Besides being outlined here, [Your company name]'s drug policy is posted in [Name location of posting] where the employee may review it.

[YOUR COMPANY NAME]'S DRUG TESTING POLICY

EXAMPLE 2

[Your company name] does not test employees for drug and alcohol abuse. Because the nature of [Your company name]'s business is neither high risk nor particularly safety sensitive, [Your company name] feels that drug and alcohol testing would be too intrusive a procedure for the expected results. Therefore, employees will not be asked to submit to drug and alcohol testing in the workplace setting. However, [Your company name] strictly prohibits the use of drugs or alcohol in the workplace and will take disciplinary action against any employee found using drugs or alcohol during working hours. In addition, if the employee arrives at work under the influence of drugs or alcohol, the employee will be sent home for the day, without pay. Repeated instances of arriving at work under the influence of drugs or alcohol may result in [Describe consequence; e.g., "written warning," "suspension," "termination"].

E-Mail Policy

This document sets forth the policy of [Company name] (the "Company") with respect to e-mail. All employees who use the Company's e-mail system are required to comply with this policy statement.

1. Business Use

The e-mail system is to be used solely for business purposes of the Company and not for personal purposes of the employees.

2. Ownership

All information and messages that are created, sent, received or stored on the Company's e-mail system is the sole property of the Company.

3. E-mail Review

All e-mail is subject to the right of the Company to monitor, access, read, disclose and use such e-mail without prior notice to the originators and recipients of such e-mail. E-mail may be monitored and read by authorized personnel for the Company for any violations of law, breaches of Company policies, communications harmful to the Company, or for any other reason.

4. Prohibited Content

E-mails may not contain statements or content that are libelous, offensive, harassing, illegal, derogatory, or discriminatory. Foul, inappropriate or offensive messages such as racial, sexual, or religious slurs or jokes are prohibited. Sexually explicit messages or images, cartoons or jokes are prohibited.

5. Security

The e-mail system is only to be used by authorized persons, and an employee must have been issued an e-mail password in order to use the system. Employees shall not disclose their codes or passwords to others and may not use someone else's code or password without express written authorization from the Company.

6. No Presumption of Privacy

E-mail communications should not be assumed to be private and security cannot be guaranteed. Highly confidential or sensitive information should not be sent through e-mail.

7. Certain Prohibited Activities

Employees may not, without the Company's express written authorization transmit trade secrets or other confidential, private or proprietary information or materials through e-mail.

8. Message Retention and Creation

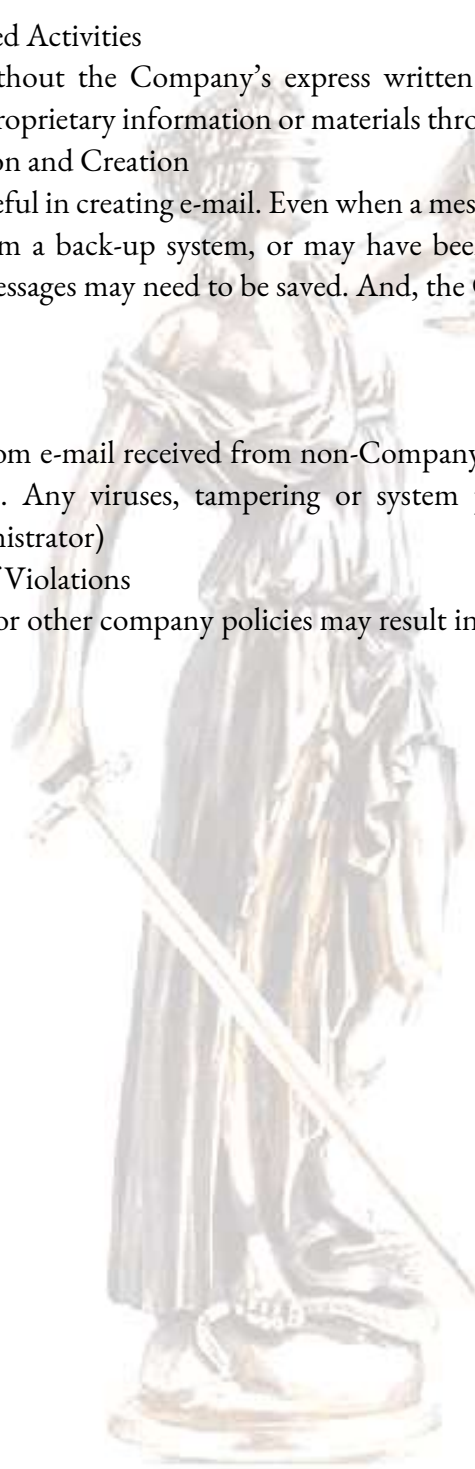
Employees should be careful in creating e-mail. Even when a message has been deleted, it may still exist in printed version, be recreated from a back-up system, or may have been forwarded to someone else. Please note that appropriate electronic messages may need to be saved. And, the Company may be required to produce e-mail in litigation.

9. Viruses

Any files downloaded from e-mail received from non-Company sources must be scanned with the Company's virus detection software. Any viruses, tampering or system problems should be immediately reported to (computer systems administrator)

10. Consequences of Violations

Violations of this policy or other company policies may result in discipline, suspension and even termination of employment.



EMPLOYEE E-MAIL POLICIES

1. Adoption of Policy

This policy statement was adopted by the Board of Directors of [COMPANY NAME] and must be complied with by all employees and contractors that are provided with access to certain Internet and Intranet services of the company, including but not limited to Internet access, Email, FTP, local area network, stand alone computer terminals, and laptop computers.

The Company offers certain Computer and Internet Services as a tool for employees to utilize in connection with their job-related functions. It is the philosophy of the Company that these services can be used to enhance the productivity of our employees and further the efficient accomplishment of tasks that benefit the business and prospects of the Company.

2. Employee Email

Company Email Addresses

All employees with a bona fide need will be issued an Email address for use only in connection with bona fide business on behalf of the Company.

No Privacy In Company Email

The Company respects the privacy rights of its employees. At the same time, Company Email usage is given only for Company use and in furtherance of Company activities and not for the private or personal use of the employee. Employee's privacy is not extended to employee's job related functions, which are the only functions for which Email may be used. As such, employees should have no expectation of privacy with respect to use of the Company provided Email address.

Employee Email Passwords

Each employee who is issued an Email account shall be issued a password with which to gain access to such account. The password shall also be logged and retained by the CIS Director. Employees are put on notice that the password does not secure privacy of such Email account or mean that the contents of Email files are private or personal to employee. All passwords shall be the property of the Company. Employees are not authorized to make any changes to such passwords without obtaining approval and issuance of a new password from the CIS Director.

Company Management Right To Review Email Information

Employees are provided with Email addresses only for Company-related matters. The Email accounts and all information transmitted through these accounts are the property of the Company and not of the employee and shall be considered to be Company records. The contents of the Company Email account will be available at all times to access by Company management. Employees should have no expectation that any information contained in Email that they send and receive. All Email contents shall be accessible by company management. The Company routinely backs up this information, so the employee's Email will normally be accessible to the

Company from backup files, even after it is deleted by the employee. You should also be aware that the contents of Email transmission to or from you may be disclosed within the Company for any purpose, including but not limited to decisions relative to employment matters. The contents of your Email and other information on the Company systems are subject to periodic unannounced inspections. **YOU SHOULD NOT ASSUME THAT ANY EMAIL MESSAGES THAT YOU SEND OR RECEIVE ARE CONFIDENTIAL. THEY ARE NOT.**

Passwords and Encryption Keys

Only passwords that are assigned to you by the CIS Director may be used. If you wish to change your password, you must first notify the CIS Director. You are not authorized to make changes in your password. Any requested changes are to be accomplished by the CIS Director. You are not authorized to use any encryption devices or encryption keys unless you first notify the CIS Director. You shall also provide the CIS Director with the means of access to such encrypted transmissions. The Company recognizes that in certain instances encryption of Email transmissions are in the best interests of the Company and the protection of the Company's information. As such, employees are encouraged to be sensitive to the necessity of encryption in some instances and are encouraged to utilize encryption subject to the necessity of receiving prior approval and providing necessary information to the CIS Director. Employees are prohibited from using the passwords and encryption devices of other employees or of the Company. In the event that a password or encryption device of another employee or of the Company comes into the knowledge of the employee, the employee shall immediately notify the CIS Director. Employees are prohibited from using the Email addresses of other employees.

Personal Email

The Email account that you are assigned is to be used only for Company business and to assist you in the performance of your employment related activities. You are prohibited from using the Email accounts for personal reasons. You should only give out your Email address for business purposes. You should not give out your Email address to individuals who have no business purpose. The Company has the unrestricted right to access and disclose as all messages transmitted to and from its Email system regardless of whether the content is business-related or personal in nature. This means that your personal messages will be accessible by Company management at all times and without any notice to you. You should not transmit any messages over the Company Email that you would not want to have disclosed to a third party. Company Email should not contain personal information about yourself or other parties, whether they are employees of this Company or not.

Occasional Unsolicited Personal Email

Occasional unsolicited personal Emails may be unavoidable and will not be a violation of this policy. However, these occasional unsolicited Emails will be treated in the same way as business related Emails by the Company and you will not have any expectation of privacy in them. We recommend that you respond to unsolicited personal Emails received at your Company Email address stating that you are not permitted to receive personal Emails on your Company Email address, that there is no expectation of privacy when this Email address is used, and referring the sender to your own private personal Email address, if you have one, for future transmissions.

Professional Tone

Employees should use the same level of care and draftsmanship in Email transmissions as they do with respect to business letters. Emails should be professionally written with a professional tone, correct business form and style should be used.

Prohibited Email Content

You are not permitted to transmit any Email over the Company systems that contain and illegal, defamatory, insulting, vulgar, rude, disruptive, offensive, derogatory, harmful or immoral content. Prohibited transmissions include, but are not limited to sexually-explicit or sexually oriented materials, cartoons or illustrations, jokes, romantic oriented materials, anything that could be deemed to be sexually harassing, any sexual innuendos or references, propositions of love, whether wanted or unwanted, ethnic or racially oriented references or slurs, or any other materials that could be considered by the recipient to constitute sexual harassment or harassing or disparaging based upon sex, sexual orientation, race, ethnicity, national origin, or religious or political beliefs or practices.

Violation of Policies

Violations of these policies may subject to the Employee to discipline under the Company's employment policies, including but not limited to termination of employment.

3. Requirement of Written Approval

Each employee shall be provided with a company Email account to be used only in connection with job related tasks. Only those employees with a bona fide need will be permitted other types of access to the Internet using company facilities. Internet Access using the company's facilities is only permitted for employees who first receive written approval from [title of officer giving approvals] and the Computer Information Service Department Supervisor (CIS). Approval shall only be given for the scope of access that is reasonably necessary to meet the employee's job functions. Access beyond the scope of access that is approved shall require separate approval. The CIS shall be responsible for maintaining a register of company employees who have access to the Internet using company facilities. The CIS shall also be responsible for maintaining a register of Email addresses and passwords for all company employees.

4. Procedure For Obtaining Internet Access Approval

As stated above, Internet access will only be permitted to employees who first receive written approval. Access is permitted only within the scope of the approval that is given. The employee must demonstrate a bona fide job related need for Internet access.

The following are the procedures for obtain approval of Internet access using the Company's facilities:

- a. The employee must first be certified by the CIS Director as meeting the minimum requirements established by the CIS Director relative to knowledge and skills of the Internet and Internet browser software.
- b. The CIS shall inspect the employee's computer system and environment and certify that minimum hardware, software and network access requirements are met and security is present.

- c. The employee shall submit a request for Internet Access on the forms that can be obtained from the CIS Director. The request form shall include a description of the bona fide reason why Internet access is necessary to fulfill the employee's job functions as well as the scope of access that is being requested.
- d. The completed and executed request form must be submitted to the Director of CIS.
- e. The Director of CIS shall review the request and consult with any necessary supervisors of the employee and Company management where necessary. Following a review, the CIS Director shall notify the employee whether the request is granted or denied. The CIS Director may modify the scope of access granted.

5. Restrictions On Use

- a. Any access to the Internet which is approved as aforesaid, will be subject to the following policies and conditions whether or not they are referenced in any approval for access. Internet access through the Company systems is a privilege and not a right of any employee. Approval granted shall be deemed to impose certain responsibilities on the employee.
- b. No access shall be for personal reasons or personal browsing. Access shall only be permitted within the parameters for which approval was granted. Access is only permitted for bona fide business purposes and for furthering the interests of the Company.
- c. Only properly licensed software and browsers that are placed on the Company computer terminal by the CIS Department may be used to gain access to the Internet.
- d. No software, executable files, databases or other "live" technology may be received through Email, downloaded from the Internet, installed from external discs, or otherwise placed on the Company's computer system without the prior approval of the CIS Director. Prior to any approval, the CIS Director shall assure that the information is appropriately licensed for use installed on Company machines and is free from viruses.
- e. The Company shall have the right to monitor and inspect the computer systems (hard drives and external drives), history files, log files and all other aspects of the Company computers and software for any reason at its discretion. Employees have no right of privacy as to any item or communication using property of the Company.
- f. Company property shall not be used for personal browsing, including but not limited to accessing any sexually explicit or sexually oriented materials.

- g. All of the policies set forth above with respect to use of Email shall apply equally to use of general Internet access, including but not limited to Web Based Email application, chat room participation, Usenet and newsgroup access and all other Internet related use and access.
- h. Any violation of these policies may lead to disciplinary actions, including potential termination.
- i. All employment policies of the Company shall apply equally to employee use of internet and computer technology.

Security of Information

6.1 Each employee using any Internet technology shall do so with sensitivity to the need to protect confidential and proprietary information of the Company. You must always assume with regard to each transmission of data, that the Internet does not provide adequate measures to protect the security and confidentiality of items that you may transmit. You should also assume that you have no control over dissemination of information once it is received by the intended recipient. Each employee must take all steps necessary to protect the confidential, proprietary, and trade secret information of the Company. Employees are NOT authorized to transmit any such information over the Internet without the advanced consent of the CIS Director. This prohibition is applicable regardless of the use of any encryption technology.

6.2 In the event that an employee finds it necessary to transmit any confidential, proprietary, or trade secret information over the Internet for a compelling business reason, the employee shall first inform the CIS Director and transmit such information only under the supervision of the CIS Director. If the information cannot be transmitted with adequate assurances of protection and security, other available methods of transmission should be used.

Employee Handbook RECEIPT and “At Will” Employee Status Acknowledgement

The undersigned employee hereby acknowledges that he has received and read a copy of [Company name] Employee Handbook.

The undersigned further understands and agrees that:

1. [Company name] has the right, without prior notice, to modify, amend or terminate or implement additional information, policies, procedures and benefit plans.
2. The Employee Handbook is not an employment agreement or guarantee of employment.
3. The employee is an “at will” employee, which means either the employee or [Company name] may terminate the employment relationship, for any reason or for no reason.

4. The employee's status as an "at will" employee can only be changed through a written agreement duly authorized and executed by the President of [Company name] and the employee.
5. There have been no statements, agreements, promises, representations or understandings made by any officer, employee or agent of [Company name] inconsistent with this Acknowledgement form.

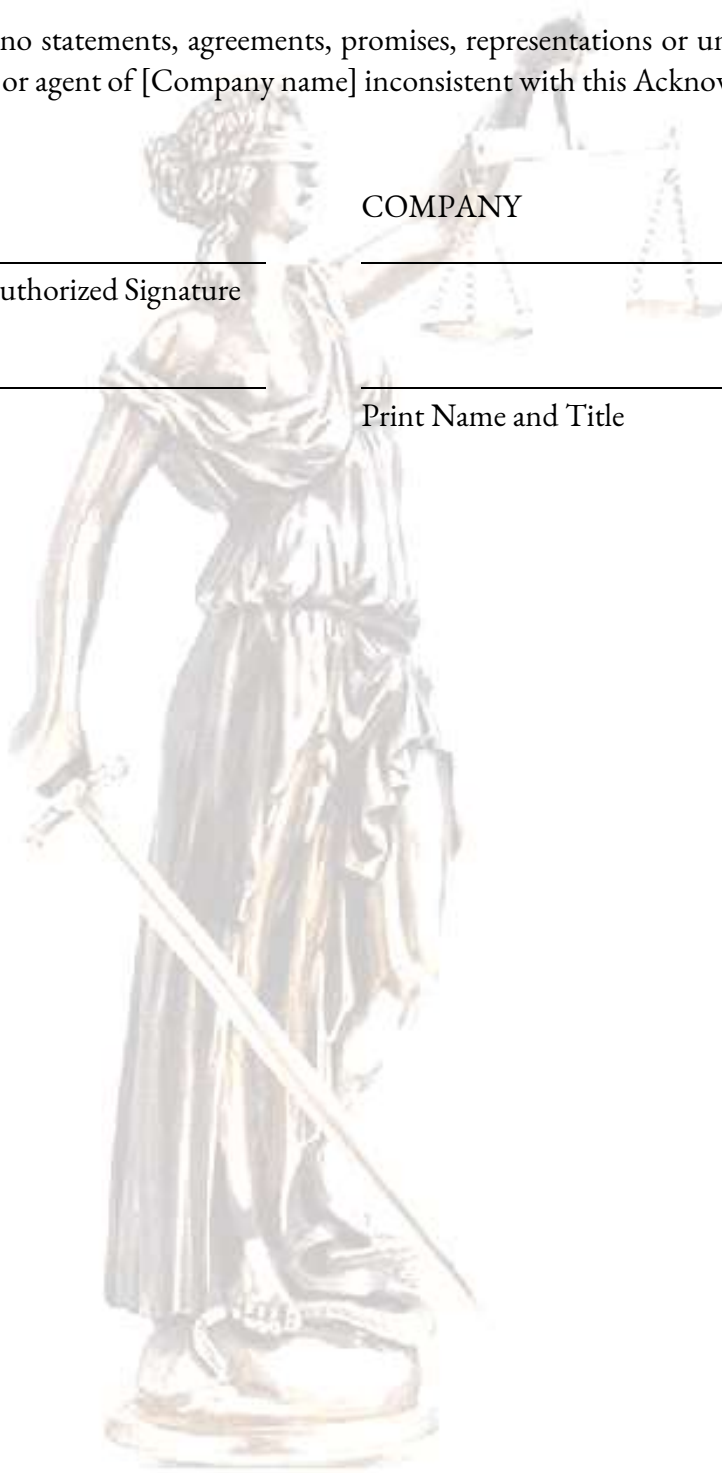
EMPLOYEE

COMPANY

Authorized Signature Authorized Signature

Print Name and Title

Print Name and Title



WELCOME TO [COMPANY NAME]

On behalf of your colleagues, we welcome you to [COMPANY NAME] and wish you every success here.

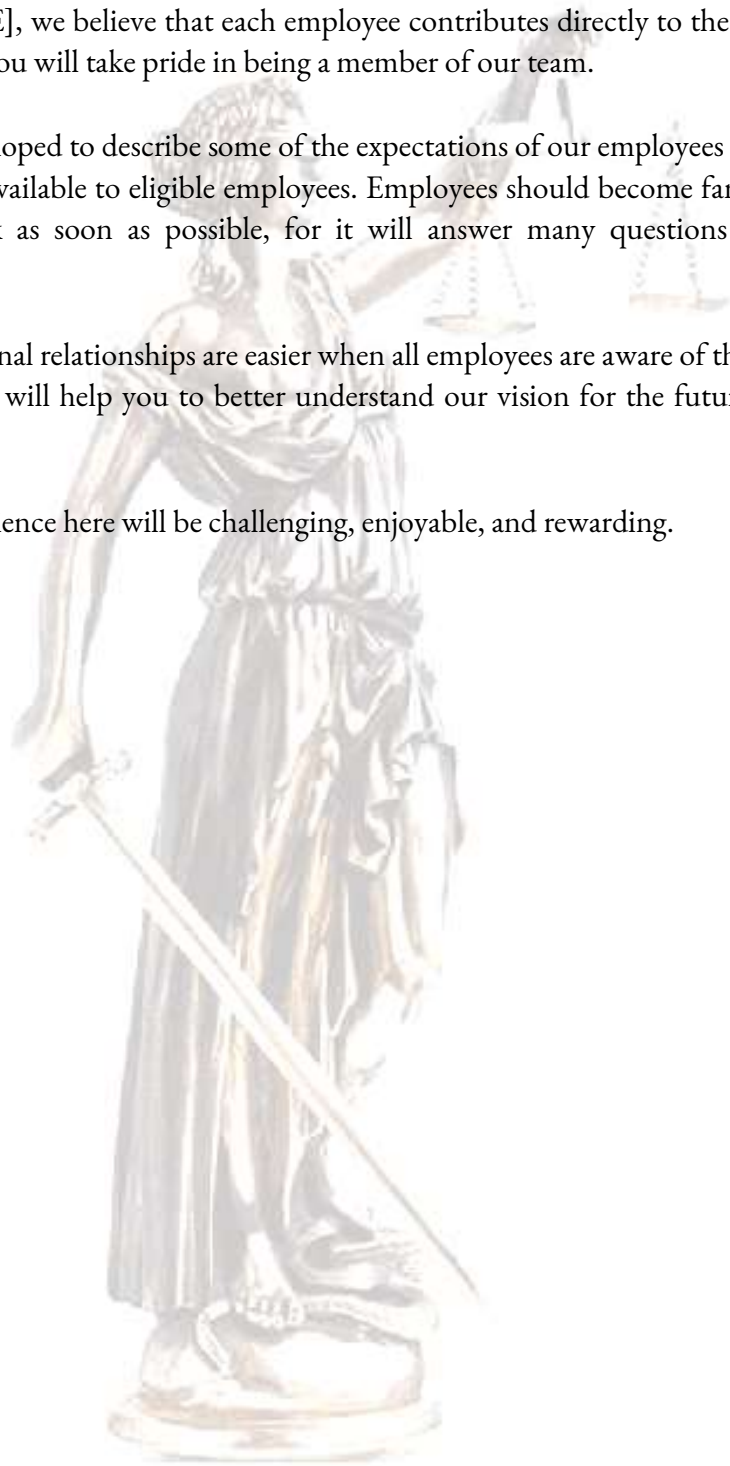
At [COMPANY NAME], we believe that each employee contributes directly to the growth and success of the company, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should become familiar with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with [COMPANY NAME].

We believe that professional relationships are easier when all employees are aware of the culture and values of the organization. This guide will help you to better understand our vision for the future of our business and the challenges that are ahead.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Again, welcome!



[PRESIDENT NAME]

President & CEO

1. INTRODUCTION

1.1 ORGANIZATION DESCRIPTION

1.1.1 PRODUCTS AND SERVICES PROVIDED

You will find more information about our products and services by reading the [COMPANY NAME] Corporate Brochures.

1.1.2 FACILITIES AND LOCATION(S)

Head Office:

[ADDRESS]

[CITY], [STATE] [ZIP/POSTAL CODE]

[COUNTRY]

1.1.3 THE HISTORY OF [COMPANY NAME]

[DESCRIBE THE HISTORY OF YOUR COMPANY HERE]

1.1.4 MANAGEMENT PHILOSOPHY

[COMPANY NAME] management philosophy is based on responsibility and mutual respect. People who come to [COMPANY NAME] want to work here because we have created an environment that encourages creativity and achievement. [COMPANY NAME] aims to become a leader in [DESCRIBE YOUR COMPANY'S FIELD OF EXPERTISE]. The mainstay of our strategy will be to offer a level of client focus that is superior to that offered by our competitors.

To help achieve this objective, [COMPANY NAME] seeks to attract highly motivated individuals that want to work as a team and share in the commitment, responsibility, risk taking and discipline required to achieve our vision. Part of attracting these special individuals will be to build a culture that promotes both uniqueness and a bias for action. While we will be realistic in setting goals and expectations, [COMPANY NAME] will also be aggressive in reaching its objectives. This success will in turn enable [COMPANY NAME] to give its employees above average compensation and innovative benefits or rewards, key elements in helping us maintain our leadership position in the worldwide marketplace.

1.1.5 GOALS

- [DESCRIBE YOUR COMPANY'S GOALS HERE]
-
-
-
-
-
-
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1.2 INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with [COMPANY NAME] and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by [COMPANY NAME] to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As [COMPANY NAME] continues to grow, the need may arise and [COMPANY NAME] reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will be notified of such changes to the handbook as they occur.

1.3 CUSTOMER RELATIONS

Customers are among our organization's most valuable assets. Every employee represents [COMPANY NAME] to our customers and the public. The way we do our jobs presents an image of our entire organization. Customers judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

[COMPANY NAME] will provide customer relations and services training to all employees with extensive customer contact. Customers who wish to lodge specific comments or complaints should be directed to the [TITLE AND NAME OF THE PERSON RESPONSIBLE] for appropriate action. Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of [COMPANY NAME]. Positive customer relations not only enhance the public's perception or image of [COMPANY NAME], but also pay off in greater customer loyalty and increased sales and profit.





ABOUT THE BOOK

"Objection My Lord" is a phrase often used in court. This book covers all the nitty-gritty for one to practice law in the best and legal way possible within limits of good conduct and professionalism. Charles Dickens in "The Old Curiosity Shop" has spoken this of lawyers. "If there were no bad people, there would be no good lawyers." I have already listed how the good lawyers conduct themselves in my former book, "Professional Malpractice In Uganda;" this book will thence equip the reader with the practical tools of the legal profession, making them grasp these basic skills in addition to mastering legal professionalism.

This is a package to my Learned Friends, to know the must know and learn to practice within the legal limits and more so, discover the legal exceptions and present such in a legal manner; to distinguish precedents tactically and persuade intellectually where no such exist. It is a summary of legal principles requisite for one to properly establish their case before court. This book is a one stop masterpiece for a reader to grasp the other more practical duties of a lawyer apart from litigation and drawing deeds. By training consistency yet with honest dealings, this book navigates along the professional to the moral and most practical situations encountered by a lawyer while furnishing one with the gist and nothing less. It is a training for every "officer of court" to make use of their greatest tool "the tongue" to not only persuade but also assist court and the state in ensuring justice.

Be blessed to find all you seek and be gifted a package, so much more than you expect in this book.

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