



CHARLES VILLAGE EXCHANGE

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made and effective as of _____, 201____, (the "Effective Date") by and between Kalico Holdings, LLC, doing business as **CHARLES VILLAGE EXCHANGE** (the "Licensor"), a Maryland limited liability company located at 2526 St. Paul Street, Baltimore, MD 21218 ("Licensor's Notice Address") and _____ [LICENSEE NAME] (the "Licensee"), a _____ whose notice address ("Licensee's Notice Address") is _____.

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 the building known as 2526 St. Paul Street, Baltimore, MD 21218 (the "Building"): _____ (enter number) Work Stations located on the third floor located on the third floor of the Building and identified as Work Station(s) _____ *(the "Work Station" or "Work Stations"), together with the non-exclusive access to an enclosed conference room on the third floor of the building, the third floor bathroom, and the third floor kitchenette area (all such spaces are collectively referred to as the "Licensed Premises"). *Enter designated Work Station numbers from diagram attached hereto and made a part hereof as Exhibit A.

2. PURPOSE.

Licensee shall use the Licensed Premises solely for office purposes and for ancillary business purposes. Licensee shall comply with all applicable laws, ordinances, codes, rules, and regulations applicable to the jurisdiction in which the Building is located and to Licensee's business. Licensee shall not take any action that creates a nuisance or disturbs the occupancy and business of any other licensee or tenant in the Building.

3. TERM.

The Term ("Term") of Licensee's license to use the Licensed Premises shall commence on the Effective Date and shall continue for _____ (____) months. If the end of the initial Term occurs on a day other than the last day of a month then the initial Term shall continue until the last day of that month. Unless terminated by either party by written notice given at least twenty-one (21) days prior to the end of the initial Term or any extended Term, this Agreement and the license granted hereby shall automatically renew for consecutive terms of equal length to the original term. The word "Term" as used herein shall refer to the then current Term.

4. LICENSE FEE

A. Licensee shall pay Licensor a fee (the "License Fee") for the Licensed Premises of _____ Dollars (\$____) per month. The first payment shall be made on the Effective Date. Subsequent payments shall be made in advance promptly on the first day of each month without notice, demand or setoff. Acceptable forms of payment include personal check, money order, bank check or credit card. Payments shall be made to Licensor at the Licensor's Notice Address. If the License Fee is due for any period that is less than a

full calendar month, then the License Fee will be prorated based on the number of days in the applicable month.

B. If the License Fee is paid five (5) or more days after the date due but before the tenth (10th) day after the date due, Licensee shall pay a late fee of \$25.00. If the License Fee is paid ten (10) or more days after the date due, Licensee shall pay a late fee of \$50.00. If the License Fee is paid more than thirty (30) days after the date due, the amount of the late payment, including any late fees, shall bear interest at the rate of one and one-half percent (1.5%) per month from the date due until the date it is paid in full. All late charges payable hereunder shall be due and payable without demand or notice from Licensor.

5. SECURITY DEPOSIT

Licensee shall pay a security deposit (the "Security Deposit") to Licensor on the Effective Date equal to one monthly installment of the License Fee. The Security Deposit will not be held in a segregated account and no interest will accrue on it. Licensor shall have the right to commingle the Security Deposit with its other funds. The Security Deposit shall secure Licensee's performance of its obligations hereunder. The Security Deposit shall not be deemed to be liquidated damages and Licensor may apply the Security Deposit to reduce Licensor's damages in the event of a Default (defined below) by Licensee. Such application of the Security Deposit shall not preclude Licensor from recovering from Licensee all additional damages incurred by Licensor. If Licensee fully and faithfully performs every provision of this Agreement to be performed by it, the Security Deposit will be returned to Licensor within thirty (30) days after the expiration of the Term and the surrender of the Licensed Premises in accordance with the terms hereof and all applicable Rules and Regulations (defined below).

6. DAMAGE OR DESTRUCTION

If the Building is damaged or destroyed by fire or other casualty such that the Licensed Premises is not accessible or the Building is rendered untenable and the time period required to repair the Building or make the Licensed Premises accessible will exceed sixty (60) days, then this Agreement shall terminate as of the date of the fire or other casualty. Licensor shall use reasonable efforts to give Licensee written notice of the estimated time for repair within ten (10) days after the occurrence of the fire or other casualty. If the Building and the Licensed Premises can be repaired within sixty (60) days; this Agreement shall continue, except that the License Fee will be abated from the date of the fire or other casualty until the date Licensee is again able to occupy the Licensed Premises.

7. DEFAULT

Each of the following events shall constitute a Default hereunder:

A. Licensee fails to make any payment of the License Fee within five (5) days after the date due.

B. Licensee defaults in the performance of any non-monetary obligation hereunder or under any of the Rules and Regulations which failure continues for ten (10) days after written notice from Licensor.

C. If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated a bankrupt, or takes advantage of any bankruptcy or insolvency law, and, in the case of any involuntary proceeding, the proceeding is not vacated or dismissed within sixty (60) days after the date it is commenced.

8. REMEDIES

Upon the occurrence of a Default, Licensor may terminate this Agreement by giving written notice to Licensee, in which event Licensee will have two (2) business days to vacate the Licensed Premises and surrender possession of the Work Station(s) to Licensor in the condition required hereunder. Licensor shall have the benefit of all provisions of law and equity now or hereafter in force with respect to the speedy recovery of the Licensed Premises, and Licensee waives any and all provisions for notice under such laws. Licensee shall remain liable for the payment of the License Fee for the remainder of the Term; provided, however, if Licensor is able to obtain a new Licensee before the end of the Term,

then license fees received by Licensor for the Work Stations licensed to Licensee shall be applied: first, to the payment of any indebtedness other than License Fees due hereunder from Licensee to Licensor; second, to the payment of all costs incurred by Licensor to find a new licensee and enter into a new license agreement; and the remainder, if any, shall be held by Licensor and applied in payment of future License Fees as the same may become due and payable hereunder.

Licensee shall be liable for the payment of all costs incurred by Licensor to enforce the terms and conditions of this Agreement, including without limitation, all attorneys' fees and court costs incurred by Licensor.

9. RULES AND REGULATIONS; EXPENSES

A. Licensor shall adopt Rules and Regulations ("Rules and Regulations") regarding the use of the Building and the Licensed Premises. Licensor may change the Rules and Regulations from time to time provided that all Rules and Regulations are applicable to all licensees of work stations on the third floor of the Building. Licensor will provide Licensee with a copy of the Rules and Regulations and all amendments thereto, which copy may be provided by electronic mail. In addition, a copy of the Rules and Regulations will be available on the third floor of the Building and on the Licensor's web site.

B. Licensor shall provide heat and air conditioning, wifi internet service, and electricity to the Building. Notwithstanding the foregoing, Licensor reserves the right to charge Licensee a utility fee if Licensee's equipment and use of the Licensed Premises results in excessive or burdensome usage of, and expense for, electrical power. All charges shall be due and payable within thirty (30) days after delivery of an invoice therefor.

C. Licensor reserves the right to install meters on photocopiers and other business machines available for use by Licensee in the Building in order to assess Licensee the cost of Licensee's use of such equipment. All charges shall be due and payable within thirty (30) days after delivery of an invoice therefor.

10. INSURANCE AND INDEMNIFICATION

A. Licensee shall carry and maintain, during the entire term hereof, at Licensee's sole cost and expense, commercial general liability insurance covering the Licensed Premises and Licensee's use thereof against claims for bodily injury or death and property damage occurring upon, in or about the Licensed Premises, personal property insurance covering all of Licensee's equipment, trade fixtures and personal property from time to time in, on or upon the Licensed Premises, and any other type of insurance typically maintained by reasonably prudent businesses similar to that operated by Licensee, including, but not limited to, Worker's Compensation Insurance and Employer's Liability Insurance, if applicable. Licensee shall obtain such other insurance as Licensor may deem necessary or appropriate from time to time.

B. All of Licensee's policies of insurance required under this Agreement shall be issued by an insurance company admitted in Maryland with an A.M. Best rating of A-VII or better, and shall specifically name Licensor as an "additional insured." All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to, and are not in excess of, coverage which Licensor may carry. Upon request, Licensee shall provide Licensor with appropriate evidence of insurance. All insurance procured as set forth herein shall not be cancelable without thirty (30) days prior written notice from Licensee's insurer to Licensor.

C. Licensee shall be solely responsible for Licensee's personal property and all risk of loss shall remain with Licensee. Licensor shall have no responsibility to insure or protect Licensee's personal property from theft, damage, vandalism or any other risk or loss.

D. Licensee shall indemnify, defend, and hold Licensor, its principals, employees, agents, and tenants (the "Indemnified Parties") harmless from and against any and all claims, causes of action, suits, liabilities, costs and expenses, including reasonable attorney's fees, incurred by any of the Indemnified Parties arising out of Licensee's occupancy of the Licensed Premises, unless caused by the sole negligence of the applicable Indemnified Party. This covenant shall survive the expiration or termination **of this Agreement.**

11. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland without regard to principles of conflicts of law.

12. ENTIRE AGREEMENT

This Agreement together with the Rules and Regulations in effect from time to time constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement, whether oral or in writing, shall not be binding on either party except to the extent expressly incorporated into this Agreement.

13. MODIFICATION OF AGREEMENT

All modifications and amendments to this Agreement shall be in writing and executed by Licensor and Licensee.

14. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered by hand delivery, overnight commercial delivery service, the United States Postal Service, certified mail, return receipt requested, postage prepaid or facsimile or electronic mail, and shall be given to the parties hereto at their respective Notice Addresses or at such other address as they may establish from time to time by written notice given pursuant to this Agreement. All notices shall be deemed to have been given and received on the date sent, if sent by hand delivery; on the first business day after the date sent, if sent by overnight commercial delivery service; three (3) days after the date sent, if sent by the United States Postal Service, certified mail, return receipt requested, postage prepaid; and on the date sent, if sent by facsimile or electronic mail provided that the sender obtains a receipt for such notice and a copy of the notice is sent on the same day by another method permitted hereunder. Notwithstanding the foregoing, actual notice, by whatever means, shall be effective notice for all purposes hereunder.

15. BENEFIT AND BURDEN; ASSIGNMENT OF RIGHTS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Licensee shall have no right to assign this Agreement to any person without the express written consent of Licensor, which consent may be withheld in Licensor's sole and subjective discretion.

16. TIME

Time is of the essence for all purposes in this Agreement.

17. NO INTEREST IN PROPERTY

This Agreement is a license agreement. No tenancy is established by this Agreement and Licensee shall have no interest in real property as a result of entering into this Agreement and occupying the Licensed Premises.

18. SURRENDER AND HOLD OVER

A. Upon the expiration of the term of this Agreement or the early termination of the Agreement, Licensee shall surrender the Licensed Premises and all keys in its possession to Licensor. Licensor hereby waives any right to notice to quit the Licensed Premises upon the expiration of this Agreement. The Licensed Premises shall be surrendered broom clean and in a good and orderly condition, reasonable wear and tear and damage covered by Licensor's insurance excepted. Any of Licensee's personal property that is not removed when Licensee surrenders possession of the Licensed Premises shall become the property of the Licensor, at Licensor's option. Alternatively, Licensor may cause such property to be removed and Licensee shall reimburse Licensor for the cost thereof. The obligation to pay such expenses shall survive the termination or expiration of this Agreement.

B. If Licensee fails to surrender possession of the Licensed Premises upon the expiration or termination of this Agreement, Licensee shall be deemed to be holding over and the License Fee shall increase to an amount equal to two hundred percent (200%) of the amount of the License Fee payable in the month immediately preceding the expiration

or termination of this Agreement. During any period in which Licensee is a holding over, Licensor shall have the right to treat Licensee as a trespasser and to lock out Licensee and take any other action available to Licensor at law or in equity.

19. EXECUTION IN COUNTERPARTS; COPIES

This Agreement may be executed in counterparts and all such counterparts, when assembled, shall constitute a single instrument. An executed photocopy or electronic copy of this Agreement shall have the same force and effect as an original.

20. WAIVER OF JURY TRIAL

Licensor and Licensee waive all rights to trial by jury in any action, counterclaim or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings, including parties who are not parties to this Agreement. This waiver is knowingly, intentionally, and voluntarily made by Licensor and Licensee and Licensee acknowledges that neither Licensor nor any person acting on behalf of Licensor has made any representations of fact to induce this waiver of trial by jury or any way to modify or nullify its effect. Licensee further acknowledges that it has been represented (or has had the opportunity to be represented) in the signing of this Agreement and the making of this waiver by independent legal counsel, selected at its own free will, and that it has had an opportunity to discuss this waiver with such counsel. Licensee further acknowledges that it has read and understands the meaning and ramifications of this waiver provision.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Licensee:

Authorized Signature

Print Name and Title

Licensor:
KALICO HOLDINGS, LLC
d/b/a Charles Village Exchange

Authorized Signature

Print Name and Title