



FUNDABLE ADDRESS PROGRAM

With Geographic Access To The Chapman Fund

FUNDABLE ADDRESS PROGRAM

WHO SHOULD PARTICIPATE?

A true business "commercial" address improves the credibility of your business and increases your access to capital.

Most banks and lenders do not accept residential or PO Box addresses and shared addresses through virtual offices are now often red-flagged.

Thus, every business should have a unique, business address. We make that affordable and easy.

COST FOR A BUSINESS ADDRESS?

It is cheap! Only \$99.99 monthly provides you with a business address and includes geographic access to the Chapman Fund.

The Cheap Business Address resource provides an affordable solution for early businesses to meet an important credibility factor to access capital: having a legitimate commercial business address.

Once you enroll, we'll assign your unique address and then send you a Company Profile Form so we can start the optional process of building your business credit profile. Anticipate to start receiving \$5,000 or more of business credit (under your EIN with no personal guarantee) within thirty (30) days.



Why get a Cheap Business Address?

1. Improve the legitimacy of your business
2. Increase access to capital

What is included? _____ (INITIALS)

- A unique business address (not a shared virtual office address).
- A complete lease agreement that is typically required by lenders for a business loan includes the following:
 - Acceptance Letter;
 - Landlord's Lien Waiver; and
 - Guaranty Agreement.
- Mail forwarding.
- Geographic access to the Chapman Fund:
- Began as a grant from the federal government.
- Long-term financing for fixed assets, new construction, renovations, leased property, equipment, inventory, and working capital.
- \$30,000 to \$250,000.



OFFICE LEASE AGREEMENT

This Office Lease Agreement ("this Agreement"), dated for reference purposes only as of _____ is made by the parties identified below as Landlord and Tenant, upon the following terms and conditions:

1. Parties.

Landlord: Corner Key Partners, LLC, referred to in this Agreement as ("Landlord")
Tenant: _____ referred to in this Agreement as ("Tenant")

2. Lease of Premises. For and in consideration of the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Landlord leases to the Tenant the following described property ("the Premises"): _____

3. Term. The term of this lease is for a period of time beginning on _____ ("Commencement Date"), and ending after a ten-year term (the "Lease Period"), unless extended or renewed pursuant to the provisions of this Agreement. This is a non-cancellable lease once both parties have signed this Agreement.

4. Rent and Other Payment Terms.

4.1 Base Rent. For the first year of the Agreement Term, Tenant will pay to Landlord an annual base rent of one thousand one hundred ninety-nine dollars and eighty-eight cents (\$one thousand one hundred ninety-nine dollars and eighty-eight cents), payable in twelve (12) equal installments of ninety-nine dollars and ninety-nine cents (\$99.99) per month. After the first year of the Agreement Term, the annual base rent will increase by zero percent (0.0%) each year, calculated using the previous year's base rent.

4.2 Adjustments to Base Rent and Rent Increases. On the anniversary of the Commencement Date, and if applicable, annually on each subsequent anniversary of the Commencement Date, the current Base Rent will be increased by the percentage shown in the preceding subsection. Except as specified, the amount of total rent and monthly rent due from Tenant under this Agreement during the initial term specified above will not increase. However, during the following initial term, the Landlord may change the rental amount that will be effective by providing at least thirty (30) days written notice to the Tenant. In the event that the Tenant becomes a holdover tenant or a month-to-month tenant following expiration of the rental term, the Landlord may change the rental amount or contract terms during any month-to-month renewal period by providing at least thirty (30) days written notice to the Tenant.

4.3 Late Charge. Tenant agrees to pay landlord a daily late fee of \$50.00 of any rental sum or other amount due under this Agreement not paid within two (2) days of its due



date. Additionally, upon the occurrence of the Tenant not paying the Landlord monthly rent as stated in this Agreement, the entire unpaid amount for the duration of the lease term shall automatically become immediately due and payable to the Landlord without notice or demand.

4.4 Initial Payment. On or before the effective date of this Agreement, Tenant will pay the following amounts to Landlord:

Item	Amount
Security Deposit	\$0.00
Base Rent for Month	\$99.99
Discount	-\$99.99
Total Due on Execution	\$0.00

The words identified in this "Rent and Other Payments" section have the meanings ascribed to them in this section for all purposes in this Agreement.

5. Payment of Rent, Expenses, and Taxes.

5.1 Rent. Tenant agrees to pay to Landlord Base Rent and all other amounts accruing under this Agreement (all amounts due being referred to collectively as "Rent"), in advance, on the first day of every month for the duration of the lease, except when the first day of the month falls on a weekend or legal holiday, in which case Rent is due on the prior business day. Except as specifically provided in this Agreement, Rent will be paid without abatement, deduction, setoff, or demand of any kind, it being the intention of the parties that, to the full extent permitted by law, Tenant's covenant to pay Rent is independent of all other covenants contained in this Agreement, including Tenant's continued use of the Premises. Rent will be pro-rated for any partial month.

5.2 Electricity. Tenant additionally will have the Premises separately metered at Tenant's sole cost and expense and pay all applicable costs of electricity (either to Landlord or to the utility provided, as directed by Landlord).

5.3 Payment. All Rent and any other amounts due to the Landlord under this Agreement must be paid in legal United States tender to the Landlord at the following address unless otherwise specified and agreed to by the Landlord in writing:

Address: Austin Law Firm Building, 226 E. Market St., 2nd FL, York, PA 17403

5.4 Time of the Essence, Good Funds. Time is of the essence for the payment of Rent, which means that the Tenant must absolutely comply with rent due dates and those



dates are strictly enforced by the Landlord. Rent or other amounts paid to the Landlord are not considered paid until actually received by the Landlord. Tenant placing rent monies in the mail or with any form of courier or delivery service is not sufficient for Rent to be considered paid on time. In the event that any amounts due under this Agreement are not timely paid or if any check or draft given by Tenant as payment under this Agreement is not honored by the institution on which it is drawn, Landlord may require all amounts then due or subsequently due to be paid using certified funds. Nothing provided in this "Payment of Rent, Expenses and Taxes" section limits the Landlord's right to seek any and all remedies available under law or this Agreement for the Tenant's failure to make required payments with good funds when they are due.

6. Late and Returned Payment Charges.

6.1 Late Charge. If any Rent or other amount due to Landlord under this Agreement is not paid within the time specified in the "Rent and Other Payment Terms" section above, the Late Charge defined in that section becomes due, without demand or notice, in addition to the amount that is actually due. The parties agree that this Late Charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Landlord's acceptance of the Late Charge payment will not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Agreement.

6.2 Returned Check and Stop Payment Charge. For each payment (of any amount) tendered by Tenant under this Agreement that is returned for insufficient funds, or interrupted by a "stop payment" or similar order, a service charge of ninety- nine dollars and ninety-nine cents (\$99.99) will be assessed against and immediately due from Tenant. The parties agree that this Returned Check and Stop Payment Charge represents a fair and reasonable estimate of the costs that the Landlord will incur by reason of returned or an interrupted payment.

7. Application of Funds. Despite any notation made on any draft or check received by Landlord from any source as payment under this Agreement, Tenant agrees that Landlord may apply any funds received from or for the benefit of the Tenant, first, in any order in Landlord's sole and uncontrolled discretion, to any non-rent obligation including without limitation, late charges, service charges, repairs, periodic utilities, brokerage fees, and then to rent(s), in order of the oldest (past due) rent amount to the most recent.

8. Security Deposit. Upon execution of this Agreement, Tenant will deliver to Landlord the sum of zero dollars (\$0.00), which is to be held as a security deposit as provided by Texas Property Code section 93.004. This security deposit, together with any additional amounts subsequently given as security by Tenant to Landlord under this Agreement, secures Tenant's performance under this lease and compliance with the specific terms and conditions of this Agreement. If the security deposit is partially or completely reduced by reasonable deductions taken by Landlord



during the term of this Agreement, Tenant will reinstate the total security deposit within five (5) days after written notice is delivered to Tenant.

Tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent and, if Tenant does so, Tenant is presumed by law to have acted in bad faith. A Tenant who in bad faith withholds payment of any portion of the last month's rent in violation of law is liable to the Landlord for an amount equal to three times the rent wrongfully withheld and the Landlord's reasonable attorney's fees in a suit to recover the rent.

Tenant must provide Landlord at least thirty (30) days' written notice of surrender before Landlord is required to either refund or account to Tenant for the security deposit. Tenant acknowledges that Landlord is not required to give Tenant a description and itemized list of deductions if Tenant owes rent when possession of the Premises is surrendered and there is no controversy concerning the amount of rent owed.

The security deposit will be refunded to Tenant not later than the 60th day after Tenant surrenders the Premises and provides Landlord a written statement of Tenant's forwarding address for the purpose of refunding the security deposit, less any reasonable deductions applied to: (1) any rent or other charge that remains due and owing at the expiration of this Agreement, or any extension, renewal or holding over the period; (2) any damages to the Premises, excluding normal wear and tear, caused by Tenant, Tenant's agents, contractors, employees, licensees, and any of their invitees; and (3) any other expenses suffered by Landlord as a result of a breach of any covenant of this Agreement.

Nothing provided in this "Security Deposit" section waives Landlord's right to insist on payment of rents or other amounts due under this Agreement in full when due, or limits Tenant's liability to Landlord to the amount of the security deposit, and Tenant remains liable for any balance owed to Landlord that exceeds the security deposit. If deductions taken by Landlord after Tenant surrenders the Premises exceed the security deposit, Tenant will pay Landlord the excess within ten (10) days after written notice and demand for that excess is delivered to Tenant.

9. Tenant Examination and Acceptance of Premises. Tenant acknowledges that Tenant has examined the Premises and freely executes and accepts this Agreement as conclusive evidence that the Premises are in good and satisfactory condition, order and repair. Tenant further expressly acknowledges and represents to Landlord that Tenant is accepting the Premises, in all material respects, in its present "AS IS" condition and that no representations as to the condition of, and no commitment to redecorate, repair or improve, the Premises have been made by Landlord, or any agent or representative of Landlord, except as otherwise specifically described below in the "Additional Provisions" section of this Agreement.



10. Possession.

10.1 Conditions Precedent to Tenant's Possession and Delivery of Premises.

Tenant is not entitled to possession of the Premises until the security deposit and first month's rent (prorated if less than full month), less any applicable discount, are paid in full and the Premises are vacated by the prior tenant.

10.2 Delay or Non-Delivery of Possession. If Landlord is unable to deliver possession of the Premises on or before the Commencement Date, through no fault of Landlord or Landlord's agents, which includes without limiting, delay caused by construction, repairs, cleaning, or a holdover tenant, Landlord or Landlord's agents will have no liability and the Rent provided in this Agreement abates until possession is delivered to Tenant. If possession is delivered to Tenant within sixty (60) days, Tenant agrees to accept possession and pay the prorated rent that is due from the date possession is delivered forward. If possession is not delivered to Tenant within sixty (60) days, Tenant may terminate this Agreement by giving written notice to Landlord before the premises become available to be occupied by Tenant, and if Tenant does not do so, all amounts paid by Tenant will be refunded within sixty (60) days and, following that refund, all rights under this Agreement will be terminated.

11. Use. The premises shall be used only for the purpose of general office use and/or uses exclusively permitted by the Landlord ("The Permitted Use"). Tenant and Tenant's agents, contractors, employees, licensees, and any of their invitees may not use the Premises for any unlawful purpose and must comply with all applicable federal, state and local laws, as well as applicable ordinances, rules and orders of any governmental or quasi-governmental authority. The Premises may not be used in any manner that is offensive to others, nor may they create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment of Landlord, any other tenant, or occupant of the Property.

12. Tenant's responsibilities: Tenant will, at Tenant's own expense, keep the Premises clean and safe and in as good repair and condition as it was delivered by Landlord. Tenant, Tenant's agents, contractors, employees, licensees, and any of their invitees, will not deface or damage the Property in any manner, or commit or suffer to be committed any waste in or on the Premises.

13. Rules and regulations: Tenant will comply with, and will cause Tenant's agents, contractors, employees, licensees, and any of their invitees, to comply with the rules and regulations attached to this Agreement, and to any revised or additional rules and regulations adopted by Landlord during the Term and applied generally to all office tenants of the Property. Nothing contained in this Agreement will be construed to impose upon Landlord any duty or obligation to enforce these rules and regulations or the terms, covenants and conditions of any other lease against any other tenant or any other persons, and Landlord will not be liable to Tenant for violation of the same by Landlord, Landlord's agents, contractors, employees, licensees, and any of their invitees.



14. Automatic Renewal and Notice of Termination. Absent any other written agreement between the parties to the contrary, the lease made under this Agreement automatically renews on a month-to-month basis unless either party terminates this Agreement at the expiration of the Lease Period or an extension then in effect, by giving the other party at least thirty (30) days' written notice of termination prior to the applicable termination date. In the absence of any written agreement to the contrary, the rent provisions will remain unchanged. If Tenant becomes a month-to-month tenant as described above, Tenant must give Landlord at least thirty (30) days' written notice of Tenant's intention to surrender the Premises.

Upon termination, Tenant must vacate and deliver possession of the Premises to Landlord on or before the expiration of the period of notice. The Premises will be considered vacated only after all areas including storage areas are clear of Tenant's personal property or belongings, and keys and other property furnished for Tenant's use are returned to Landlord. Time is of the essence for providing notice of termination and oral notification of termination is not sufficient under any circumstances. If Tenant holds over beyond the termination date or fails to vacate all possessions on or before the termination date, Tenant will be liable for additional rent and damages, which may include damages due to Landlord for loss of prospective renters.

15. Services Provided.

15.1 Property Standard Services and Hours. Landlord will maintain the common areas, landscaped areas, parking areas, and structural components of the Property in good condition and repair and substantially consistent with similar office buildings in the area. Landlord will have exclusive control over all common areas of the Property, including the parking areas, and may take whatever actions it deems to be commercially reasonable in exercising that control. Provided that Tenant is not in default under the terms of this Agreement, and subject to any rules and regulations that from time to time may be adopted by Landlord and published to tenants of the Property, Landlord agrees to and will furnish Property-standard services, which include hot and cold water for lavatory and drinking purposes, heating, ventilation and air conditioning (HVAC) service required for the comfortable use and occupation of the Premises weekdays, excluding holidays, between the hours of 6:00 a.m. and 10:00 p.m. and Saturdays between the hours of 6:00 a.m. to 6:00 p.m., and janitorial service, (collectively referred to as "Critical Services") and other applicable utilities substantially consistent with the services provided by similar class A office buildings in the same sub-market as the Property and substantially consistent with prior operating history of the Property. Landlord will not be liable for, and Tenant will not be entitled to, any abatement or reduction of Rent, or any other award, by reason of Landlord's failure to provide any of the above described Property-standard services if the failure is due to accident, breakage, repairs, or any other cause that is beyond Landlord's control. In the event that Landlord reasonably believes that Tenant's usage of Property-standard services substantially exceeds standard electrical or other utility usage by other tenants on the Property, Landlord will have the right to install a separate meter for any electrical or other utility service provided to the Premises, and Tenant will be responsible for all costs associated with providing



the meter, as well as charges for metered electricity or other utility services, as the case may be, in excess of the estimated standard electrical or other utility usage by other Tenants on the Property.

15.2 Non-Standard Services and Hours. Any above standard services or services requested to be provided outside of Property Standard Hours may incur an extra cost to Tenant on an hourly basis at a prevailing hourly rate established for the Property by the Landlord that reasonably estimates the cost of the service.

15.3 Tenant Contracted Services. Before signing this Agreement, Tenant should determine that all utilities desired by Tenant are available (after account activation by Tenant, if applicable) and adequate for Tenant's use of the Premises. Tenant will be responsible and pay for the following utilities to the Premises, including all required deposits, connection fees, service fees, usage fees and all other costs and fees (mark those that apply):

Electric

Gas

Water

Wastewater

Refuse Collection

Alarm Monitoring

Internet

Telephone

Satellite or Cable TV

Tenant is responsible for contacting and arranging for any utility service not provided by Landlord and for any utilities not listed above. Tenant is responsible for having same utilities disconnected on the day Tenant delivers possession of the Premises to Landlord upon expiration of the Lease Period or applicable extension or renewal.

16. Alterations. Unless authorized by law, Tenant will not, without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, perform or have performed on Tenant's behalf any addition, alteration, improvement, installation, or remodeling in or to the Premises. Hanging art customarily associated with standard offices does not require Landlord's prior consent.

17. Entry by Landlord. Landlord and Landlord's authorized agents may enter the Premises at any time without notice in case of abandonment of the Premises, under court order, or in the event of emergency. Landlord and Landlord's authorized agents and contractors may enter the Premises at reasonable times to provide janitorial service and, with reasonable notice, unless it is impractical to give notice, to: inspect the Premises; address a safety or maintenance issue, make repairs or improvements, or provide any other service required to be provided to Tenant by Landlord under this Agreement; show the Premises to prospective buyers, tenants, or other legitimate invitees; remove any alterations, additions, fixtures, and any other objects which may be affixed to, erected in, or otherwise introduced into the Premises in violation of the terms of



this Agreement; and for any other reason or function permitted by this Agreement or applicable law.

18. Surrender of Premises. At the termination of the lease or tenancy, Tenant will surrender the Premises, all fixtures, improvements, and equipment within the Premises, in good, clean, and operating condition, normal wear and tear excepted. Tenant agrees that "normal wear and tear" means deterioration that results from the intended use of the commercial premises, including breakage or malfunction due to age or deteriorated condition, but does not include deterioration that results from negligence, carelessness, accident, or abuse of the Premises by Tenant or by a guest or invitee of Tenant. Prior to surrendering the Premises to Landlord, Tenant expressly agrees and commits to: remove all personal property that was not present at the beginning of Tenant's possession, as well as all trash and refuse; clean the Premises including all bathroom fixtures, all appliances; mop or vacuum all floor coverings; deodorize as necessary; and otherwise restore the Premises as much as possible to the condition in which it was originally delivered to Tenant. Tenant will deliver all keys to the Premises to Landlord or Landlord's authorized agent within 24 hours of vacating the Premises.

19. Abandoned Personal Property. Tenant agrees that any personal property that is left when Tenant vacates and surrenders the Premises at the end of the tenancy may be retained, destroyed, or disposed of by Landlord, at Landlord's sole option, without liability to Tenant.

20. Abandonment. Abandonment is defined as either (a) Tenant's cessation of business operations at the Premises for at least thirty (30) consecutive days, or (b) Tenant's complete absence, in Landlord's reasonable judgment, from the Premises for a period of seven (7) or more consecutive days while rent or any other obligation that is due from Tenant remains unpaid.

Abandonment is not permitted in any circumstance under the terms of this Agreement. If Tenant abandons the Premises, whether by application of this section or otherwise, this Agreement will remain in effect, Tenant will be considered in default of this Agreement, and Tenant will become immediately liable for payment of all Rent and all other charges that are payable to Landlord throughout the Term of this Agreement. A condition of abandonment is subordinate to, and in no way will be considered to waive, impair, or otherwise affect Landlord's rights and remedies under this Agreement or applicable law, including the right of Landlord or Landlord's authorized agents immediately or any time after an abandonment to enter and obtain possession of the Premises and terminate this Agreement as permitted by applicable law without becoming liable to the Tenant for damages or any payment of any kind.

21. Release, Waiver and Indemnification.

21.1 Release. To the extent not expressly prohibited by law or due to the negligence of Landlord or Landlord's agents, employees or contractors, Tenant releases Landlord, Landlord's beneficiaries, mortgagees, stockholders, agents (including without limiting, management agents), partners, officers, servants and employees, and their respective agents, partners, officers, servants and employees ("Related Parties"), from and waives all claims for damages to person or property sustained by Tenant or by any occupant of



the Premises or the Property, or by any other person, resulting directly or indirectly from fire or other casualty, any existing or future condition, defect, matter or thing, found on or in the Premises or in all or part of the Property, or from any equipment or appurtenance there located, or from any accident in or on the Property, or from any act of neglect of any tenant or other occupant of the Property or of any other person, other than Landlord or Landlord's agents.

21.2 Tenant's Indemnification. To the extent not expressly prohibited by law or due to the negligence of Landlord or Landlord's agents, employees or contractors, Tenant agrees to hold harmless and indemnify Landlord and Landlord's Related Parties from and against claims, damages and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft or misappropriation or loss of property, relating directly or indirectly to (i) the use or occupancy of the Premises by Tenant or Tenant's agents, employees or contractors, or otherwise occurring on or about the Premises, (ii) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Agreement, or (iii) any negligence or willful misconduct of, or violation of any law by, Tenant, Tenant's agents, employees, or contractors. In the event any action or proceeding is brought against Landlord or Landlord's Related Parties by reason of those claims, then, upon notice from Landlord, Tenant covenants to defend that action or proceeding by counsel reasonably satisfactory to Landlord. The indemnity contained in this subsection is independent of Tenant's insurance.

21.3 Landlord's Indemnification. Subject to applicable waivers of subrogation, releases, and limitations on liability, Landlord will defend and hold Tenant and Tenant's officers, directors, partners and employees harmless from and against all liabilities, losses, demands, actions, expenses or claims, including reasonable attorney's fees and court costs but excluding consequential damages, for injury to or death of any person or for damage to any property to the extent those liabilities are determined to be caused by the negligence or willful misconduct of Landlord, Landlord's agents, employees, or contractors in or about the Premises or Property. None of the events or conditions set forth in this paragraph will be deemed a constructive or actual eviction or entitle Tenant to any abatement or reduction of Rent. The indemnity contained in this subsection is independent of Landlord's insurance.

21.4 Limitation on Landlord's Liability. Tenant agrees that in the event Tenant has any claim against Landlord or Landlord's Related Parties under this Agreement arising out of the subject matter of this Agreement, Tenant's sole recourse will be against Landlord's interest in the Property, for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord or Landlord's Related Parties as a result of a breach of this Agreement or otherwise in connection with this Agreement, and no other property or assets of Landlord, Landlord's Related Parties or their successors or assigns, will be subject to the levy, execution or other enforcement procedure for the satisfaction of any claim, judgment, injunction or decree. Under no circumstances will Landlord be liable for, and Tenant hereby waives, consequential, punitive, special, or exemplary damages, or any similar damages.



22. Insurance.

22.1 Tenant's Liability Insurance. At all times, Tenant will maintain its own comprehensive commercial general liability insurance policy.

22.2 Notice of Injuries on Premises. Tenant agrees to provide Landlord with written notice, within five (5) days of its occurrence, of any significant injury or damage to Tenant, Tenant's agents, contractors, employees, licensees, and any of their invitees, or any personal property, suffered in the Premises or in any common area. Failure to provide this notice constitutes a breach of this Agreement.

23. Casualty Loss or Taking by Condemnation.

23.1 Damage and Destruction. If fire or other casualty materially affecting Tenant's use damages or destroys the Premises, and the Premises cannot be repaired within ninety (90) days, this Agreement will terminate as of the date of the destruction. If the Premises can be repaired, at a cost not to exceed any insurance proceeds received by Landlord, all Rent will abate until the Premises are restored to their previous condition, and this Agreement will continue in full force and effect. If Tenant causes the damage or destruction, Rent will not abate. If the cost to repair and restore exceeds all insurance proceeds received by Landlord, at Landlord's option, Landlord may terminate this Agreement with sixty (60) days' written notice to Tenant.

23.2 Condemnation. If the Premises or any part of the Property materially affecting Tenant's use of Premises is taken by eminent domain (or sold under that threat of taking), this Agreement will end and all condemnation proceeds will belong to Landlord.

23.3 Awards. Tenant is not entitled to receive any part of any casualty recovery or award, or any part of an award for a taking of an eminent domain, or any payment received in lieu of any recovery or award.

24. Transfer of Interest.

24.1 Transfer of Landlord's Interest. Landlord is obligated to perform the obligations of Landlord under this Agreement only during the time that it owns the fee title to the Property or the leasehold estate under a ground lease of the Property. Any Landlord that transfers title or interest in the Property is relieved of all liabilities or the obligations under this Agreement on or after the date of transfer only when the subsequent title or interest owner assumes all liabilities or the obligations of Landlord under this Agreement. In that event, Tenant agrees to look solely to the transferee with respect to all matters in connection with this Agreement.

24.2 Transfer of Tenant's Interest. Tenant will not assign, encumber, mortgage, sell, sublet, or otherwise transfer any interest or rights in all or any part of the Premises, or under this Agreement, or permit any transfer of any lien upon Tenant's interest in the Premises or under this Agreement, or permit the occupancy or use by others of all or any part of the Premises, without Landlord's prior written consent, which consent will not be unreasonably withheld. Without limitation to the generality of the reasons for which



Landlord may withhold consent, Landlord may withhold consent if a proposed assignee or sub-lessee is a person or entity with whom Landlord is then negotiating to lease space in the Property.

24.3 Unauthorized Transfer. Any unauthorized assignment or sublet to use all or any part of the Premises constitutes a breach of this Agreement, will be considered absolutely null and void and, at Landlord's sole option and exercisable by written notification to Tenant, terminates this Agreement. Tenant appoints and authorizes Landlord as Tenant's agent to evict any person claiming possession by way of any unauthorized assignment or subletting. Tenant further expressly agrees that Landlord, by Landlord's own authority, and any duly authorized agent, with reasonable notice to Tenant if Tenant is present, may enter the Premises and take any action permitted by law to perform that eviction.

25. Subordination, Attornment, and Estoppel Certificate.

25.1 Subordination. Landlord reserves the right to subject the Premises to a mortgage, lien or other encumbrance at any time. Tenant agrees to accept the Premises subject and subordinate to: any existing or future mortgage, lien or other encumbrance; any and all renewals, extensions or modifications of same; any advances made under same; the interest payable on any of same; as well as any restrictive covenant and the rights of any owners' association affecting the Property. Tenant agrees, and by this Agreement irrevocably grants Tenant's power of attorney to Landlord, to execute and deliver in Tenant's name any document(s) necessary and related to Landlord's right to subject the Premises to a mortgage, lien or other encumbrance.

25.2 Mortgagee's Notice and Cure Rights. Tenant agrees to give any lienholder of which Tenant has prior written notice a copy of any notice or claim of default served upon Landlord. Tenant further agrees that if Landlord has failed to cure that default within thirty (30) days after the notice to Landlord (or if the default cannot be cured or corrected within that time, then additional time as may be necessary if Landlord has commenced within the thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct the default), then the mortgagee will have an additional thirty (30) days within which to cure or correct the default (or if the default cannot be cured or corrected within that time, then additional time as may be necessary if the mortgagee has commenced within the thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct the default, including the time necessary to obtain possession if possession is necessary to cure or correct the default) before Tenant may exercise any right or remedy which it may have on account of the default of Landlord.

25.3 Estoppel Certificate. Tenant agrees that from time to time, upon not less than ten (10) business days' prior written request by Landlord, Tenant will promptly complete, execute and deliver to Landlord or any party or parties designated by Landlord a statement in writing certifying: (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified and identifying the modifications); (ii) the dates to which the Rent and other



charges have been paid; (iii) that the Premises have been unconditionally accepted by Tenant (or if not, stating with particularity the reasons why the Premises have, not been unconditionally accepted); (iv) the amount of any Security Deposit held hereunder; (v) that, so far as the party making the certificate knows, Landlord is not in default under any provisions of this Agreement, if such is the case, and if not, identifying all defaults with particularity; and (vi) any other matter reasonably requested by Landlord. Any purchaser or mortgagee of any interest in the Property is entitled to rely on Tenant's statement.

26. Relocation. Landlord may, at any time, relocate Tenant to another area of the Property (herein referred to as "new premises") providing the new premises are similar to the Premises in rentable square footage and use for Tenant's purposes. If Tenant is already occupying the Premises at the time Landlord exercises the rights granted by this Section, Landlord agrees to pay all reasonable moving expenses of Tenant incident to such substitution and for improving the new premises so that they are substantially similar to the Premises. Landlord will give Tenant at least thirty (30) days notice before making such change. Tenant will cooperate with Landlord in all reasonable ways to facilitate the move. If the Tenant fails to do so, Landlord will be relieved of all responsibility for damage or injury to Tenant or Tenant's property during such move, except caused by Landlord's actual negligence.

27. Default.

27.1 Default by Landlord. Except as otherwise provided in this section or by applicable law, Landlord is considered to be in default if there is: (i) a failure to deliver to Tenant the Critical Services specified above in the "Services Provided" section for more than ten (10) days after receiving written notice from Tenant; or (ii) material noncompliance by Landlord with the terms of this Agreement and that noncompliance continues for more than thirty (30) days after Landlord has received written notice about it from Tenant.

27.2 Default by Tenant. The occurrence of any one or more of the following matters constitutes a default ("Default") by Tenant under this Agreement:

- A. Failure by Tenant to pay, within five (5) days after the due date, any Rent or any other amounts due and payable by Tenant under this Agreement;
- B. Failure by Tenant, Tenant's agents, contractors, or employees to observe or perform any other covenant, agreement, condition or provision of this Agreement;
- C. Tenant or any guarantor of this Agreement becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for itself or for all or a part of its property; and
- D. Tenant repeatedly defaults in the timely payment of Rent or any other charges required to be paid, or repeatedly defaults in keeping, observing or performing any other covenant, agreement, condition or provision of this Agreement, whether or not Tenant timely cures any particular late payment or other default. For the purposes of this subsection, the occurrence of similar defaults three (3) times during any twelve (12) month period constitutes a repeated default.



Any notice periods provided for under this section run concurrently with any statutory notice periods, and any notice given under this section may be given simultaneously with or incorporated into any statutory notice.

28. Remedies.

28.1 Tenant's Remedies. Tenant's remedies if Landlord defaults are:

- A. to sue for damages; and
- B. if Landlord fails to deliver Critical Services for more than thirty (30) days after receiving written notice from Tenant, to terminate this Agreement.

28.2 Landlord's Remedies. Landlord's rights and remedies if Tenant default's are:

- A. to terminate this Agreement by giving to Tenant notice of Landlord's intention to do so, in which event the Term will end, and all right, title and interest of Tenant under this Agreement will expire, on the date stated in the notice;
- B. to terminate the right of Tenant to possession of the Premises by any lawful means, without terminating this Agreement. In that event, Tenant's obligations under this Agreement will continue in full force and effect and Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, not limited to those set forth herein; and
- C. to enforce the provisions of this Agreement, and enforce and protect the rights of Landlord under it by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained in it, or for the enforcement of any other appropriate legal or equitable remedy, including injunctive relief and recovery of all moneys due or to become due from Tenant under any of the provisions of this Agreement.

Each of the above remedies is distinct, separate and cumulative, and may be exercised by Landlord concurrently or consecutively in any combination and will not operate to exclude or deprive Landlord of any other right or remedy which Landlord may have at law or in equity.

28.3 Surrender of Possession. If Landlord exercises either of the remedies provided in paragraphs (A) and (B) above, Tenant must surrender possession and vacate the Premises immediately and deliver possession to Landlord. Landlord, then, or at any subsequent time, may re-enter and take complete and peaceful possession of the Premises, and Tenant grants Landlord full and complete license to do so. Landlord may remove all property from the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry and detainer, and without relinquishing Landlord's right to Rent or any other right given to Landlord under this Agreement or by operation of law.

28.4 Damages. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Agreement, the termination of possession will not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent for the full Term, which Landlord will have the right to immediately to recover. Alternatively, at Landlord's option, Landlord will have the right, from time to time, to recover from Tenant, and Tenant will remain liable for, all Base Rent and additional Rent and any other sums then due



under this Agreement during the period from the date of the notice or termination of possession to the end of the Term.

28.5 Reletting. In the event that Landlord terminates the right of Tenant's possession of Premises without terminating this Agreement, Landlord will use reasonable efforts to relet all, or as much of the Premises as is reasonably possible, for a rental amount, for a period of time, (which may be a term extending beyond the Term), and upon all other terms, as Landlord in Landlord's sole discretion determines (including concessions of free rent and other inducements to prospective tenants). Landlord is not be required to accept any Tenant offered by Tenant that does not reasonably comply with Landlord's standard requirements for a tenant, or to observe any instructions given by Tenant relative to reletting, and may give the leasing of any unleased space in the Property priority over the reletting of the Premises. Tenant agrees to pay a \$1,000.00 reletting fee prior to Landlord having any responsibility to attempt to relet the Premises.

28.6 Removal of Tenant's Property. All property removed from the Premises by Landlord pursuant to any provisions of this Agreement or of law will be handled, removed or stored by Landlord at the cost, expense and risk of Tenant. Tenant will pay Landlord upon demand for all expenses incurred by Landlord in the removal and storage of that property. Unless otherwise required by applicable law, in no event is Landlord responsible for the value, preservation or safekeeping of that property.

28.7 Costs. Tenant will pay all costs, charges and expenses, including without limiting, court costs and reasonable attorney's fees incurred by Landlord or Landlord's beneficiaries in enforcing Tenant's obligations under this Agreement, in the exercise by Landlord of any of Landlord's remedies in the event of a default, in any litigation, negotiation or transactions in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, or in consideration of any request for approval of or consent to any action by Tenant which is prohibited by this Agreement or which may be done only with Landlord's approval or consent, whether or not such approval or consent is given.

28.8 Landlord's Right to Perform Tenant's Duties. If Tenant fails to timely perform any of Tenant's duties under this Agreement, Landlord has the right (but not the obligation), after the expiration of any grace period specifically provided by this Agreement, to perform those duties on behalf and at the expense of Tenant without further notice to Tenant, and all sums expended or expenses incurred by Landlord in performing those duties will be deemed to be Rent under this Agreement and will be due and payable to Landlord upon demand by Landlord.

28.9 Cumulative Rights. All of Landlord's rights and remedies under this Agreement are cumulative with and in addition to any and all rights and remedies which Landlord may have at law or in equity. Any specific remedy provided for in any provision of this Agreement will not preclude the concurrent or consecutive exercise of a remedy provided for in any other provision.

29. Alternative Dispute Resolution and Mitigation. The parties expressly agree to mitigate damages and mediate in good faith before filing suit for damages.



30. Disclaimer of Warranties. LANDLORD MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE CONDITION OF THE PREMISES. LANDLORD FURTHER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR TITLE. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

31. Relationship of the Parties. Nothing contained in this Agreement creates any relationship between the parties other than that of Landlord and Tenant, and it is acknowledged and agreed that Landlord is not and will not be deemed to be a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

32. Uniform Commercial Code. Tenant grants to Landlord a security interest in Tenant's personal property, as it exists now or is subsequently located, in or on the Premises. This Agreement constitutes a security agreement under the Uniform Commercial Code. In order to perfect or to secure the continued perfection of Landlord's security interest in Tenant's personal property located on the Premises, from time to time, Landlord may file any and all financing statements or continuation statements it deems necessary. Tenant will provide financing or continuation statements to Landlord upon request as needed to perfect Landlord's security interest.

33. Controlling Law And Class Action Waiver. This Agreement is governed by and to be construed in accordance with the laws of the State of Texas. The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document. This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, where oral or written, of any party to this Agreement. Any arbitration or court trial of any Claim will take place on an individual basis without resort to any form of class or representative action.

34. Force Majeure. If Landlord or Tenant cannot reasonably perform their obligations under this Agreement because of natural disaster, war, terrorist activities, strike, lockout, labor travel, civil commotion, an act of Gods, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party will not be in breach of this Agreement if the party diligently performs the obligation after the end of the force majeure event. The non-performing party must give written notice to the other party as soon as commercially practicable in the event of non-performance due to a force majeure event.



35. Financial Statements. As and when requested by Landlord from time to time, Tenant will furnish a true and accurate audited statement of Tenant's financial condition prepared in conformity with generally accepted accounting principles and in a form reasonably satisfactory to Landlord.

36. Confidentiality. Tenant will keep the terms and conditions of this Agreement confidential at all times and covenants to not disclose its terms to any third party, except for Tenant's accountants, attorneys and other professionals having a legitimate business reason to know same. Without limitation to the generality of the foregoing, Tenant expressly agrees to not disclose or otherwise release any information about lease rates, concessions, options or rights to any current or prospective tenant or occupant of the Property. Tenant acknowledges that Landlord may suffer damages in the event of the breach of this paragraph.

37. Release of Tenant Information to Third Parties. Tenant authorizes Landlord to provide normal business information about Tenant, including Tenant's rental history, to a third party who requests the information for a legitimate governmental, judicial, law enforcement, or business purpose.

38. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and are not exclusive of other rights, remedies or benefits allowed by applicable law.

39. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable, that provision will be severed and all remaining provisions will be given full force and effect.

40. Waiver. A waiver of any particular default under this Agreement will not be deemed a waiver of this Agreement or of any subsequent default, whether or not similar in nature. A party's acquiescence to a default does not operate as a waiver of that default, regardless of whether the acquiescence continues for an extended period of time.

41. Attorney's Fees and Court Costs. Tenant will pay all costs, charges and expenses, including without limiting, court costs, collection costs, and reasonable attorney's fees incurred by Landlord or Landlord's beneficiaries (i) in enforcing Tenant's obligations under this Agreement, (ii) in the exercise by Landlord of any of Landlord's remedies in the event of a default, (iii) in any litigation, negotiation or transactions in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, or (iv) in consideration of any request for approval of or consent to any action by Tenant which is prohibited by this Agreement or which may be done only with Landlord's approval or consent, whether or not the approval or consent is given. The prevailing party in any proceeding or litigation brought to enforce this Agreement is entitled to recover reasonable attorney's fees, court costs, and all other costs or expenses.



42. Venue. Any proceeding or action to enforce this Agreement may only be brought in the county in which the Property is located.

43. Headings. Any descriptive heading is provided for convenience only and is not intended to limit the scope of the particular section to which it refers.

44. Entire Agreement. This Agreement, including any written attachments or specifically referenced addenda, all of which are incorporated here by reference for all purposes, constitutes the final and entire agreement between Landlord and Tenant with regard to the lease of the Premises. No promises or representations, other than those contained in this Agreement and those implied by law, have been made by Landlord or Tenant. Neither Landlord nor Tenant will be bound by any terms, conditions, inducements, statements, warranties or representations, oral or written, not contained in this Agreement unless made through a subsequent, written amendment signed by both Landlord and Tenant.

45. Notices. Any notice which a party may or is required to give to the other party, must be in writing, and will be deemed to be delivered, whether or not actually received, when sent in the

United States mail, postage paid, by certified mail, return receipt requested, to that party at the following addresses:

Landlord: Corner Key Partners, LLC, Austin Law Firm Building, 226 E. Market St., 2nd FL, York, PA 17403

Tenant: _____, _____
NAME _____ BUSINESS ADDRESS _____

Alternatively, all notices to Tenant may be hand delivered, or placed in Tenant's mailbox at the Property.

46. Additional Provisions: NONE.

TENANT'S SIGNATURE

Corner Key Partners, LLC

TENANT'S PRINTED NAME

BY: Matt Sindlinger



LANDLORD'S LIEN WAIVER RELATING TO LEASE AGREEMENT

Lease: Office Lease Agreement

Parties to Lease:

Landlord: Corner Key Partners, LLC

Landlord's Address: Austin Law Firm Building, 226 E. Market St., 2nd FL, York, PA 17403

Tenant: _____

Tenant's Address: _____

Premises: _____

Lender: _____

Lender's Address: _____

The Premises which are subject to the Lease are occupied by Tenant and contain personal property in which Lender has taken a security interest, or possesses a lien, or which Lender owns (the "Encumbered Property").

For valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Landlord's heirs, successors, and assigns, waive all rights to enforce, maintain, or otherwise effect any contractual or statutory landlord's lien, security interest, or other claim against the Encumbered Property. This Landlord's Lien Waiver inures to the benefit of Lender, and its successors and assigns.

DATE

Corner Key Partners, LLC

BY: Matt Sindlinger



GUARANTY AGREEMENT RELATING TO LEASE AGREEMENT

Lease: Office Lease Agreement (the "Agreement")

Parties to Lease:

Landlord: Corner Key Partners, LLC

Tenant: _____

Premises: _____

Guarantor: _____

Guarantor's Address: Austin Law Firm Building, 226 E. Market St., 2nd FL, York, PA 17403

This Guaranty Agreement (this "Guaranty") makes references to terms or provisions contained in the Agreement, which are incorporated here for all purposes.

In order to induce Landlord to enter into the Agreement and for other valuable consideration, receipt of which is acknowledged, Guarantor agrees as follows:

1. Guarantor unconditionally guarantees payment and performance of Tenant's obligations under the Agreement;
2. This Guaranty is primary, irrevocable, not of collection, and is independent of Tenant's obligations under the Agreement;
3. Guarantor will make all payments to Landlord at the address specified in the Agreement;
4. This Guaranty remains in full force and effect despite any future modification or extension of the Agreement, and Guarantor's obligations will not be diminished by any compromise or release agreed between Landlord and Tenant, nor by any discharge limitation, or modification of Tenant's liability or obligations under the Agreement in any bankruptcy or other debt relief proceeding;
5. The laws of the State of Texas apply to the interpretation and enforcement of this Guaranty;
6. Guarantor waives any right:
 - A. to receive notices of acceptance, default, extension, modification, and all other notices;
 - B. to claim any defense related to Landlord's (i) failure to pursue any right or claim against Tenant, (ii) lack of diligence, (iii) loss (or the impairment) of any right of subrogation and reimbursement, (iv) granting of any release of collateral or another guarantor, or resulting from (v) the Tenant's death, insolvency, or lack of corporate authority, or (vi) any election, release, or waiver affecting Landlord's or Tenant's respective rights and obligations, and their enforcement, under the Agreement; and



C. available under chapter 43 of the Texas Civil Practice and Remedies Code; and

7. The prevailing party in any action, proceeding, or other dispute brought or made with regard to this Guaranty will be entitled to recover reasonable attorney's fees, collection costs, and other costs involved with amounts owed.

DATE

SIGNATURE

BY: Guarantor



ACCEPTANCE LETTER RELATING TO LEASE AGREEMENT

Lease: Office Lease Agreement (the "Agreement")

Parties to Lease:

Landlord: Corner Key Partners, LLC

Tenant: _____

Premises: _____ :

This Acceptance Letter makes references to terms or provisions contained in the Agreement, which are incorporated here for all purposes.

Tenant acknowledges and agrees that:

1. Tenant understands that the purpose of the Agreement is to provide a virtual office address and has no access to the physical premises at any time;
2. Landlord will forward mail to Tenant at the forwarding address provided below as long as Tenant is in good standing with all terms of the Agreement.

DATE

SIGNATURE

BY: Tenant