

KNOWHERESPACE LICENSE AGREEMENT

THIS KNOWHERESPACE LICENSE AGREEMENT (the “Agreement”) is entered into as of the date executed by the last of the parties hereto (the “Effective Date”) is by and between KNOWHERESPACE with an address of 2440 Sandy Plains Road, Building 7, Marietta, GA 30066 (the “Company”) and the undersigned (“Member”).

WHEREAS, the Company is in the business of licensing shared, designated, and dedicated office and meeting spaces to individuals and businesses (the “Business”) at 2440 Sandy Plains Road, Building 7, Marietta, GA 30066 (the “Building”); and

WHEREAS, Member desires to license a shared office space (the “Shared Office Space”), a designated office (the “Open Office Space”), and/or a dedicated office (the “Dedicated Personal Office”) and/or a meeting space (the “Conference Room”) as herein set forth; and

WHEREAS, Member understands that Member shall and agrees to be bound by the policies, procedures, rules, and regulations of the Company, as the same may be modified, from time to time; and

WHEREAS, the parties wish to set forth the terms and conditions of their agreement, as set forth herein.

NOW, THEREFORE, in consideration of the premises, terms, conditions, covenants, and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1– SCOPE OF RELATIONSHIP

The Company hereby agrees to provide the “Management Services” set forth herein. Member agrees to operate its business and/or the licensed shared office space (the “Shared Office Space”), a designated office (the “Open Office Space”), and/or a dedicated office (the “Dedicated Personal Office”) and/or a meeting space (the “Conference Room”) (each which may hereinafter be referred to as a “Space”), only as permitted hereunder and/or in compliance with the policies, procedures, rules, and regulations of the Company, as the same may be modified, from time to time. Neither the Company nor Member shall have any employment, referral, or other obligation to the other; and, except as expressly set forth herein, shall not be deemed to be joint venturers, partners, or related to the other; and further shall have no authority to bind the other.

ARTICLE 2- THE SPACE

1.01 Use of Space. Member shall use the Building only for the permitted purpose of conducting the business set forth in Exhibit 1. Member shall not use or permit or suffer the use of the Building for any business or purpose other than that expressly approved in writing. Member shall act reasonably in the operation of its business and use of the Space and in consideration of the other members at the Building.

1.02 Common Areas. As part of the License granted herein, Member shall have the right to use the Breakroom, restrooms, lobby, and waiting areas, each comprising the “Common Area” with, and in a manner so as not to disturb, the other members. Member shall be responsible for cleaning up the Common Areas after use by Member and its agents, guests, and invitees and procuring its own office supplies and inventory.

1.03 Duties and Responsibilities.

A. Member shall use and/or operate its business solely out of its licensed Space.

B. Member shall not install or make any modifications to the color, structure, or fixtures in the Space, whatsoever.

C. Member shall act in a professional and courteous manner with all other members and their clients, guests, and invitees.

D. Member shall not permit any hazardous substances to be used, stored, or disbursed at or about the Building.

E. Member shall comply with all applicable ordinances, laws, and statutes relating to Member, Member’s business and operations, Member’s use of the Space, and KNOWHERESPACE.

F. Member expressly acknowledges and agrees that Member is not a tenant and holds no rights in or to the Building as a tenant under any statute or governing body; and, as such, the Company shall not be required to engage any eviction or legal process to effectuate a removal of Member from the Building upon Member’s default under this Agreement and failure to cure as herein set forth. MEMBER ACKNOWLEDGES THAT THIS PROVISION IS A WAIVER OF LEGAL RIGHTS OTHERWISE AFFORDED TO MEMBER AND EXECUTES THIS AGREEMENT WITH FULL KNOWLEDGE OF THIS PROVISION.

G. If Member should (i) file or have filed against it a petition in bankruptcy; (ii) be adjudicated as bankrupt or insolvent; (iii) have a receiver, trustee, or liquidator appointed for all or a substantial part of its assets; or (iv) make an assignment for the benefit of creditors; or should Member’s principal die during the then-current term of this License, then the Company shall have a priority claim against the assets of both Member and said principal, as personal guarantor hereunder, to satisfy the Company and indemnify the Company against any and all costs, expenses and fees arising out of the breach caused thereby.

1.04 The Space. The Company shall assign Member the right to use the Shared Office Space, Open Office Space, Dedicated Personal Office, and/or Conference Room, as set forth in Exhibit 1. The Company shall also designate other areas within the Building to which Member shall have access and which Member may use in the course of its business, including: rest room, break room, work room, waiting room.

1.05 Codes. The Company shall provide Member with one “Code” allowing for access to the Building, to any Designated Office Space, to any Dedicated Office Space, and to printers and copy machines. Member is responsible for securing Member’s Code. Member shall be charged for all expenditures incurred under Member’s Code. Member should notify the Company immediately if Member believes that the Code has been compromised to procure replacement in a timely manner.

1.06 Reservation of Rights. The Company reserves the right to enter into any Designated Office Space, Dedicated Office Space, Workroom, Breakroom, Conference Room, and all Common Areas, from time to time, as it deems reasonably necessary to ensure the health, safety, and welfare of the Company and its agents, and the Members, Guests, and invitees, and to conduct inspections. The Company will endeavor to minimize interference with the business of its Members and Guests.

ARTICLE 3– TERM

This Agreement shall commence on the Effective Date and continue in accordance with the provisions of the Membership designated in Exhibit 1. The “Term” of this Agreement, as herein referred, shall include the Effective Date through the termination of this Agreement, specifically including all renewals, extensions, and modifications, as long as Member uses or maintains any property in the Building. This Agreement shall automatically renew for the same period and offering the same benefits unless either party provides notice as provided herein.

ARTICLE 4– BILLING, FEES, AND PAYMENT

4.01 Membership Fee. In exchange for the Space and use of the Common Areas, Member shall remit to the Company the “Membership Fee” set forth in Exhibit 1. Member shall provide the Company with current and valid credit card information from which the Company shall process all billing and amounts otherwise owed to the Company. At any time that Member’s credit card is not valid or current, the Company may suspend all services hereunder and access to the Building, notwithstanding the presence of any of Member’s property being located in the Building, until such time as all past-due amounts are received by the Company.

4.02 Security Deposit. Member shall remit to the Company the Security Deposit set forth in Exhibit 2.

4.03 Billing. The Company processes all billings on the last day of each calendar month. Monthly Memberships are processed every month; Quarterly Memberships are processed quarterly; and Annual Memberships are processed annually. Member is responsible for ensuring that all relevant information is provided to the Company necessary to effectuate billings.

4.04 Expenses. Member shall be responsible for all expenses incurred in procurement, moving, relocation, etc. of Member’s furnishing, supplies, and equipment.

4.05 Equipment. The Company has procured and may in the future procure additional equipment which may be beneficial for use by Member and may, but shall not be obligated to, provide access to certain equipment by Member. Should the Company elect to provide Member with access to any equipment, then Member may be required to remit payment for use based upon Member’s Membership Package. Equipment charges are processed on the same day as the expenses are incurred.

4.06 Breakroom. The Company offers a breakroom for use by its members and their guests at no additional charge. The Company may elect to offer food and beverage items for purchase. Breakroom charges are processed on the same day as the expenses are incurred.

4.07 Internet. The Company offers basic Internet service for all members. The Company offers upgraded service for purchase. Internet charges may be purchased as a package or charged as incurred.

4.08 Late Charges. Any payment due hereunder which is late three (3) days or more shall result in an automatic payment due of five percent (5%) of the sums of those charges which Member fails to pay for every thirty (30) days in which said amount remains outstanding.

ARTICLE 5– NON-DISPARAGEMENT

Member covenants and agrees that, during the Term of this Agreement and following termination hereof, regardless of the reason for such termination, Member will not disparage the Company or the other members, in any manner, directly or indirectly, by means of print, electronic publication, or otherwise.

ARTICLE 6– WAIVER OF LIABILITY

THE COMPANY SHALL NOT BE LIABLE TO MEMBER NOR RESPONSIBLE FOR ANY LOSS, DAMAGE, DESTRUCTION OR OTHERWISE, OF ANY OF MEMBER’S PROPERTY OR ANY PROPERTY OF MEMBER’S AGENTS, GUESTS, OR INVITEES. MEMBER ACCEPTS THE SPACE IN THE PRESENT AS-IS CONDITION WITH ALL FAULTS. THE COMPANY GRANTS NO WARRANTIES OR REPRESENTATIONS REGARDING THE SPACE, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. THE COMPANY’S MAXIMUM LIABILITY AND MEMBER’S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING HEREUNDER, WHETHER BASED UPON AND INCLUDING WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, IS EXPRESSLY LIMITED TO A TOTAL OF THE AMOUNTS PAID BY MEMBER TO THE COMPANY. IN NO EVENT DOES THE COMPANY ASSUME NOR SHALL THE COMPANY BE LIABLE TO MEMBER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT OR MEMBER’S USE OF THE SPACE.

ARTICLE 7– INDEMNIFICATION

7.01 Member’s Acts. Member shall indemnify the Company and save it harmless from suits, actions, damages, liability, and expense in connection with loss of life, bodily, and personal injury and property damage arising from or out of any occurrence in, upon, at or from the Building and the occupancy and/or use by Member thereof or any part thereof, or occasioned wholly or in part by any act or omission of Member, its agents, contractors, employees, servants, invitees, licensees, or concessionaires, in upon or about the Building, including the sidewalks and Common Areas.

7.02 Member’s Property. Any property which Member stores in the Building and Member’s use of the Building and the real property upon which the Building rests is done so at Member’s own risk, and Member hereby releases the Company, to the full extent permitted by

law, from all claims of every kind resulting in loss of life, personal and bodily injury, and property damage.

7.03 The Company's Acts. The Company shall indemnify Member and save it harmless from suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Building and use by the Company thereof or any part thereof, to the extent occasioned wholly or in part by any grossly negligent or intentional act or omission of the Company.

ARTICLE 8– BREACH, REMEDY, TERMINATION

8.01 Breach/Remedies Cumulative. If either party commits a non-financial breach of this Agreement, in addition to the remedies set forth in Article 8.02, except as hereinafter set forth, the claiming party shall provide the breaching party with written notice of the default and ten (10) days opportunity to cure. If either party commits a financial breach of this Agreement, then the claiming party shall provide the breaching party with written notice of the default and two (2) days opportunity to cure. If the breaching party fails to cure, as required herein, then the claiming party shall have all remedies available under Georgia law. The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

8.02 Additional Remedies of the Company. Member specifically acknowledges that the Company has the express right to repair any damage to the Building, any equipment, fixtures, furnishings, and other property caused by Member and Member's agents, invitees, and guests, in the manner and to the extent so desired by the Company and that Member shall be liable for and shall remit payment for any such damage caused by Member and Member's agents, invitees, and guests immediately upon demand therefor. A stop payment, reversal of charge, and contest of charge shall each be deemed a breach of this Agreement for which Member shall remit liquidated damages to the Company in the amount of the amount so stopped, reversed, or contested. In addition to all other remedies available to the Company, if Member fails to pay all amounts due and remit payment within three (3) days after receipt of written notice thereof from the Company, then the Company shall be authorized to pursue collections actions against Member; charge an administrative and collection fee of \$100 for every calendar month in which payment is not received by the Company; collect interest in the amount of one and one-half percent (1.5%) per month, all expenses incurred; and actual attorney's fees and expenses incurred.

8.03 Termination by the Company.

A. The Company may terminate this Agreement without cause as follows:

(i) If a Monthly Membership, then with no less than thirty (30) days' notice, which termination shall be effective on the last day of the calendar month in which the thirty (30) days falls;

(ii) If a Quarterly Membership, then with no less than thirty (30) days' notice prior to the end of the then-current Term, which termination shall be effective on the last day of the then-current Term;

(iii) If an Annual Membership, then with no less than thirty (30) days' notice prior to the end of the then-current Term, which termination shall be effective on the last day of the then-current Term.

B. The Company may terminate this Agreement for Cause, in which case termination shall be effective immediately. For purposes of greater certainty, any of the following events shall constitute "Cause" for termination:

(i) Member commits any act of gross negligence, fraud, or willful misconduct, causing harm to the Company or any other member;

(ii) the conviction of Member of an offense that adversely affects the Company;

(iii) Member intentionally obtains any material for personal gain, profit, or enrichment at the expense of the Company or other member, unless Member shall have obtained the owner of the material's prior, written consent;

(iv) Member's presence in the Building under the influence of non-prescription medication, narcotics, or other controlled or intoxicating substances, resulting in behavior which, in the Company's sole discretion, rises to the level of dangerous, disruptive, belligerent, or offensive;

(v) failure of Member to act in accordance with the Company's policies, procedures, rules, and/or regulations and failure to cure each such act and/or failure to act within five (5) days of notice; and/or

(vi) breach of the Company's policies, procedures, rules and/or regulations more than three (3) times within any consecutive twelve (12) months, regardless of whether such prior breaches have been cured;

(vii) Member acts in a manner which is intended to be materially detrimental or damaging to the reputation, business operations, or relations of the Company or any other member; and/or

(viii) Failure to comply with the terms of this Agreement and cure within the time allowed.

C. The Company may also terminate this Agreement without notice, if Member is an individual or an entity wholly owned by one (1) individual,

(i) upon the death of Member or Member's owner, respectively, in which case the relationship and this Agreement shall terminate on the date of death. in which case the relationship and this Agreement shall terminate on the date of death; and

(ii) upon Disability of Member. For purposes of this Agreement, "Disability" shall mean the inability of Member to perform the Services for any consecutive thirty (30) days or for any sixty (60) days within any consecutive one hundred twenty (120) day period by reason of a medically determinable physical or mental impairment, as determined in good faith by the Company. in which case the relationship and this Agreement shall terminate on the date of Disability.

8.04 Termination by Member.

A. Member may terminate this Agreement without cause as follows:

(i) If a Monthly Membership, then with no less than thirty (30) days' notice, which termination shall be effective on the last day of the calendar month in which the thirty (30) days falls;

(ii) If a Quarterly Membership, then with no less than thirty (30) days' notice prior to the end of the then-current Term, which termination shall be effective on the last day of the then-current Term;

(iii) If an Annual Membership, then with no less than thirty (30) days' notice prior to the end of the then-current Term, which termination shall be effective on the last day of the then-current Term.

B. Member may terminate this Agreement with cause if the Company breaches this Agreement and fails to cure the same within thirty (30) days of receipt of written notice or fails to commence and diligently pursue cure within said thirty (30) days in the event of a breach which, cannot by its nature, be cured in said thirty (30) days.

8.05 Post-Termination Obligations. At any time that Member terminates this Agreement for any reason, Member shall not be relieved of its post-termination obligations under this Agreement nor entitled to a refund of any payments made, whatsoever. Member shall remove all of Member's property of any nature from the Building prior to 5:00 pm on the last day of the Term. Member's failure to remove all such property as herein required shall be deemed to be abandonment of the property, at which time the Company shall have the absolute right to dispose of Member's abandoned property as it determines, in its sole and absolute discretion and without penalty therefor.

8.06 No Implied Rights. The parties hereto acknowledge and agree that there are no implied rights whatsoever with respect to the termination of this Agreement and the relationship contemplated hereunder.

ARTICLE 9- GENERAL

9.01 Laws, Waste, and Nuisance. Member shall comply with all governmental laws, ordinances, orders, and regulations affecting Member, Member's business, Member's operations, and Member's use of the Space, whether now in force or hereafter in force.

9.02 Repairs. The Company may be required to perform repairs to the Building, including the Space, from time to time. The Company shall endeavor to minimize, but cannot guaranty no, interference with Member's use of the Space. Unless the Building is not subject to use or Member is unable to access its Dedicated Office Space as described in this Agreement, Member shall not be entitled to any refund of Membership Fees, offset of Membership Fees, nor claim against the Company.

9.03 Force Majeure. Except for payments due hereunder, each party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the control of such party, which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

9.04 No Waiver. Failure of either party to insist upon the strict performance of any provision or to exercise any option or to enforce any rules and regulations shall not be construed as a waiver for the future of any of the same.

9.05 Entire Agreement. This Agreement and the terms hereof shall constitute the entire agreement between the parties hereto with respect to the matters herein, and its execution has not been induced by, nor do either of the parties hereto rely upon or regard as material any representations or writings whatsoever not incorporated herein and made a part hereof. Any prior or previous agreements, written or oral, express or implied, between the parties relating to their relationship are terminated and cancelled, and each party releases and forever discharges the other of and from all manners of action, causes of action, claims, and demands whatsoever under or in respect of any other such previous agreement.

9.06 Successors and Assigns. Except as otherwise expressly provided, all provisions herein shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, legal representatives, successors-in-title, and assigns. Each provision to be performed by Member shall be construed to be both a covenant and a condition, and, if more than one party shall constitute Member, they shall all be bound, jointly and severally, by this Agreement. If the party identified as the Company herein sells, assigns, or is otherwise divested of its interest in this Agreement and the Building, such party shall thereupon be entirely relieved of all obligations hereunder.

9.07 Amendments. This Agreement shall not be amended, altered, or qualified except by a memorandum in writing signed by both of the parties hereto.

9.08 Notice. Any notice required or desired to be delivered under this Agreement shall be in writing and shall be delivered personally, by nationally recognized overnight courier; by certified mail, via tracking method; or electronically, each by a method providing verification of delivery by receipt, and shall be effective upon receipt if delivered personally, one (1) day after dispatch via nationally recognized overnight courier and electronic delivery, or three (3) days after any other dispatch to the party to whom such notice shall be directed. Notice to the Company shall be properly addressed to Howard Stentz, KNOWHERE SPACE, 2440 Sandy Plains Road, Building 7, Marietta, GA 30066, and to Member at the last known address provided to the Company by Member. Either party may, by notice given in accordance with the foregoing, change his or its address for the purposes of this Agreement.

9.09 Further Assurances. The parties hereto and each of them hereby consents and agrees to do such things, attend such meetings and to execute such further documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with its true intent.

9.10 Assignability. Member may not assign any of Member's rights, duties, or obligations hereunder in whole or in part.

9.11 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, in whole or in part, such illegal or unenforceable provision or part thereof, shall be severable from this Agreement and shall not affect the remaining provisions hereof.

9.12 Headings. The insertion of headings in the division of this Agreement into paragraphs and subparagraphs is for convenience of reference only and shall not affect the interpretation hereof.

9.13 Governing Law. By execution below, the parties agree that this Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia and the parties hereby submit to the exclusive jurisdiction of the Cobb County Courts in connection with any litigation arising out of this Agreement. The parties hereto submit themselves to the jurisdiction of these courts and waive all objections to this forum, including without limitation forum *non conveniens*.

9.14 Interpretation. This Agreement, in whole and in part, shall not be construed with reference to the party that caused it or any part of it to be prepared, and the doctrine of *contra proferentem* shall not be applied in any action arising out of or relating to this Agreement.

9.15 Counterparts, Electronic Signatures, Facsimile, PDF. This Agreement may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. The parties acknowledge and consent to be bound by electronic signatures, including signatures of any required witness. A facsimile, .pdf copy, and other electronically executed versions of this instrument shall be deemed an original for all relevant purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this KNOWHERESPACE License Agreement is made effective by the parties hereto as of the day and year first written above.

THE COMPANY:

KNOWHERESPACE

By: _____ (SEAL)
Howard Stenz, Managing Member Date: _____

MEMBER:

_____ (SEAL) Date: _____

Signature

Address, Telephone, Electronic Mail:

Print Name

**EXHIBIT 1 TO KNOWHERESPACE OFFICE AGREEMENT
TERM AND PERMITTED BUSINESS**

Term of License:

 Commencement Date:

 Termination Date:

Automatically renews unless otherwise indicated. Do not automatically renew Initials:

Permitted Business:

Member:

_____ (SEAL)
Signature

Print Name

The Company:

 KNOWHERESPACE

By: _____ (SEAL)
 Howard Stenz, Managing Member

**EXHIBIT 2 TO KNOWHERESPACE OFFICE AGREEMENT
SECURITY DEPOSIT**

Security Deposit: \$ _____

The Security Deposit will be refunded after termination of the Agreement only if all amounts due under the Agreement have been paid in full. To the extent that any financial obligations remain post-termination, Member shall be responsible for remitting the balance due within ten (10) days of invoice.

Member:

_____ (SEAL)
Signature

Print Name

The Company:

KNOWHERESPACE

By: _____ (SEAL)
Howard Stenz, Managing Member

**EXHIBIT 3 TO KNOWHERESPACE OFFICE AGREEMENT
MEMBERSHIP SELECTION AND FEES**

I. Virtual Office Space:

Assignment of address and suite number for postage purposes; receipt and retention of mail by receptionist (pick up mail during business hours only). Initial if Accepted:

Telephone reception services (during business hours only) Initial if Accepted:

Monthly Membership Fees: \$ Initial if Accepted:

Quarterly Membership Fees: \$ Initial if Accepted:

Annually Membership Fees: \$ Initial if Accepted:

ALL MEMBERSHIP FEES ARE DEEMED FULLY EARNED UPON RECEIPT AND ARE NONREFUNDABLE.

Member:

_____ (SEAL)

Signature

Print Name

The Company:

KNOWHERESPACE

By: _____ (SEAL)

Howard Stenz, Managing Member

II. Shared Office Space:

Non-exclusive access to and use of the Common Areas during the hours of 8:30am to 4:30pm Monday through Friday. Select either A or B.

- A. Up to 2 days per week during business hours and excepting Federal and other posted holidays; Member must sign in and out. Initial if Accepted:

Add: Assignment of address and suite number for postage purposes; receipt and retention of mail by receptionist (pick up mail during business hours only). Initial if Accepted:

Add: Telephone reception services (during business hours only) Initial if Accepted:

Monthly Membership Fees: \$ Initial if Accepted:
 Quarterly Membership Fees: \$ Initial if Accepted:
 Annually Membership Fees: \$ Initial if Accepted:

- B. All 5 week days during business hours and excepting Federal and other posted holidays; Member may bring one (1) guest at a time; Member must sign in and out. Initial if Accepted:

Add: Assignment of address and suite number for postage purposes; receipt and retention of mail by receptionist (pick up mail during business hours only). Initial if Accepted:

Add: Telephone reception services (during business hours only) Initial if Accepted:

Monthly Membership Fees: \$ Initial if Accepted:
 Quarterly Membership Fees: \$ Initial if Accepted:
 Annually Membership Fees: \$ Initial if Accepted:

ALL MEMBERSHIP FEES ARE DEEMED FULLY EARNED UPON RECEIPT AND ARE NONREFUNDABLE.

Member:

_____ (SEAL)

Signature

Print Name

The Company:

KNOWHERESPACE

By: _____ (SEAL)

Howard Stenz, Managing Member

III. Designated Office Space:

Non-exclusive access to and use of the Common Areas during the hours of 8:30am to 4:30pm Monday through Friday.

Conference Room during the hours of 8:30am to 4:30pm Monday through Friday with prior reservation submitted via the Conference Room Reservation System.

Open Office access and use during the hours of 8:30am to 4:30pm Monday through Friday with prior reservation submitted via the Open Office Reservation System. The physical location of the Open Office may change from time to time.

Member may bring one (1) guest at a time.

Member must sign in and out.

Add: Assignment of address and suite number for postage purposes; receipt and retention of mail by receptionist.

Add: Telephone reception services (during business hours only) Initial if Accepted:

Monthly Membership Fees:	\$	Initial if Accepted:
Quarterly Membership Fees:	\$	Initial if Accepted:
Annually Membership Fees:	\$	Initial if Accepted:

ALL MEMBERSHIP FEES ARE DEEMED FULLY EARNED UPON RECEIPT AND ARE NONREFUNDABLE.

Member:

_____(SEAL)
Signature

Print Name

The Company:

KNOWHERESPACE

By: _____(SEAL)
Howard Stenz, Managing Member

IV. Dedicated Office Space:

Non-exclusive access to and use of the Common Areas during the hours of 8:30am to 4:30pm Monday through Friday.

Conference Room during the hours of 8:30am to 4:30pm Monday through Friday with prior reservation submitted via the Conference Room Reservation System.

Assignment of address and suite number for postage purposes; receipt and retention of mail by receptionist.

Dedicated Office access and use at all hours.

Dedicated Office:

Access Code:

Add: Telephone reception services (during business hours only) Initial if Accepted:

Monthly Membership Fees:	\$	Initial if Accepted:
Quarterly Membership Fees:	\$	Initial if Accepted:
Annually Membership Fees:	\$	Initial if Accepted:

ALL MEMBERSHIP FEES ARE DEEMED FULLY EARNED UPON RECEIPT AND ARE NONREFUNDABLE.

Member:

_____(SEAL)
Signature

Print Name

The Company:

KNOWHERESPACE

By: _____(SEAL)
Howard Stenz, Managing Member

PERSONAL GUARANTY

In consideration for, and as an inducement to KNOWHERESPACE (“the Company”) to enter into that certain KNOWHERESPACE LICENSE AGREEMENT contemporaneously dated herewith (the “Agreement”), by and between the Company and _____ (“Member”), and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned “Guarantor” hereby unconditionally and irrevocably guarantees to the Company, its representatives, successors, assigns and any transferee of this Guaranty, the full and prompt payment of all sums of money now or hereafter due from Member to the Company under the Agreement and the full and prompt performance and observation by Member of all its duties and obligations under the Agreement (the “Obligations”), for which Guarantor agrees to be jointly and severally liable with Member, as if Guarantor had executed the Agreement as Member thereunder. Guarantor hereby waives all notice of acceptance of this Guaranty, notice of default, demand for payment, and all other notices and demands. The Company may proceed against Guarantor before, after, or simultaneously with any proceeding against Member with regard to all remedies under the Agreement, without affecting or impairing the Company’s rights or remedies against Member or Guarantor. No delay or failure by the Company in enforcing any of its rights or remedies against Member or Guarantor shall affect or impair any rights or remedies that the Company may have against Member or Guarantor. Guarantor hereby specifically waives any rights that may be conferred under O.C.G.A. § 10-7-24. The obligation of Guarantor to the Company hereunder is primary, absolute, and unconditional.

Guarantor further agrees that: (a) Guarantor is bound by all of the provisions, terms, covenants, conditions, restrictions and limitations in the Agreement, in the same manner as if Guarantor were named as Member; (b) this Guaranty is absolute, unconditional and continuing and shall remain in full force and effect until the Obligations and obligations of Guarantor under this Guaranty have been totally fulfilled; and (c) Guarantor hereby consents to any and all renewals, extensions, amendments, additions, assignments, agreements, transfers, and other modifications of the Agreement, whether or not Guarantor has knowledge or was aware of or agreed or consented to any such action, and no such action shall affect or impair any rights or remedies that the Company may have against Member or Guarantor.

This Guaranty contains the entire agreement between the parties relating to the subject matter hereof, and no provision hereof may be waived or modified except by a writing executed by Guarantor and the Company.

There is no understanding that any person other than Guarantor shall execute this or any similar guaranty. Guarantor’s execution of this Guaranty was not based upon any facts or materials provided by the Company, nor was Guarantor induced to execute this Guaranty by any representation, statement or information made or furnished by the Company. Guarantor further acknowledges and agrees that Guarantor assumes sole responsibility for independently obtaining any information or reports deemed necessary by Guarantor in reaching any decision to execute this Guaranty. The Company has no obligation, and Guarantor’s obligations hereunder shall not be affected by the failure of the Company to advise the Guarantor of any information relating to the Member’s financial condition or otherwise relating to the Member, the Obligations or any feature thereof.

Guarantor hereby represents and warrants to the Company that (a) Guarantor has the requisite power and authority to execute and deliver this Guaranty; (b) Guarantor’s execution, delivery, and performance of this Guaranty will not violate any law, rule, regulation or judgment applicable to or agreement binding upon Guarantor; (c) this Guaranty constitutes Guarantor’s legal, valid, and binding obligation enforceable in accordance with its terms; (d) Guarantor is not in default under any other agreements binding upon it; and (e) there are no material suits or proceedings pending or threatened against Guarantor before any court or governmental body.

Any notice or demand which the Company may be required to give to Guarantor may be served on Guarantor, by hand delivery in person, by reputable courier service, or by sending the same by certified mail addressed to the address indicated by Guarantor below its execution of this Guaranty. Any notice so mailed shall be deemed to have been received on the third (3rd) day following that on which it is mailed. Any notice of the Guarantor to the Company shall not be effective until received by the Company.

If any provision of this Guaranty or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty or the application of such provision to the other persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the full extent permitted by law. All duties and obligations of Guarantor pursuant to this Guaranty shall be binding upon the heirs, representatives, successors, successors-in-interest and assigns of Guarantor. This Guaranty shall inure to the benefit of the Company and its heirs, successors, successors-in-interest, and representatives. This Guaranty shall be governed by and construed in accordance with the laws of Georgia.

SIGNED AND DELIVERED under seal on _____, 20_____.

Signature: _____ (SEAL)

Print Name: _____

Address: _____