



State of \_\_\_\_\_, owned and operated by the

Licensee. Such action shall be done by the Licensor only at the express desire of the Licensee, and the Licensor does not, under any circumstances, require said action to be taken by the Licensee. In said event, the Licensor shall charge the Licensee with the Licensor's out-of-pocket expenses in providing the Licensee with those legal services and the Licensee specifically acknowledges that the law firm preparing those corporate documents for the Licensee shall be doing so under an agreement with the Licensor and with the duty of due care and fidelity owed to the Licensor, not to the Licensee.

Furthermore, the Licensee specifically understands that any law firm representing the Licensor shall not represent the Licensee in any matter dealing with this license agreement.

3. The Licensee acknowledges that the Licensee has been advised to seek independent legal counsel concerning this transaction.
4. In accordance with the desire of the Licensor and the Licensee to provide additional services which will best assist the Licensee in operating successfully, the

Licensor may, from time to time, bring to the Licensee's

attention certain additional services which will be made available or are theretofore available to the Licensee. The Licensor and the Licensee acknowledge that any of said services, including, but not limited to, bookkeeping, computer service bureau services, group insurance, credit card or banking services, group purchases, and so forth,

are not required and are made available to the Licensee for use of or purchase by, as the case may be, the Licensee at the Licensee's sole option and discretion.

5. The Licensee acknowledges that it has received and



EXHIBIT "A"

Copy of Prospectus and Disclosure Agreement