

CONSULTING SERVICE AND PACKAGE PURCHASE AGREEMENT

This Agreement ("**Agreement**") is entered into by and among _____ (the "**Purchaser**"), and TL Associates, LLC, a Wisconsin limited liability company (referred herein to as "**Seller**"). This Agreement shall be binding upon the above parties, and all dates triggered, by the execution of this Agreement on the date last signed by any party to this Agreement as indicated on the signature page of this Agreement. Any terms not defined in this Agreement and exhibits shall have the meaning as defined in the declaration of condominium as used in the Location, as defined below.

WHEREAS, Seller is the owner of the trademark StorageShopUSA™ used in association with commercial condominiums ("**Mark**"); and

WHEREAS, Seller is the owner of certain information, plans and specifications, architectural drawings and renderings, know-how, agreements, and collateral material used in association with developing commercial condominiums ("**Know-How**"); and

WHEREAS, Seller has used the Mark and employed the Know-How in the development of several StorageShopUSA™ facilities located at 4611 Dovetail Dr, Town of Burke, 705 Post rd, Madison, Moravian Valley Rd, Waukesha, Tesch Ln, Waukesha and Enterprise Dr, and Lake Mills Wisconsin, ("**Locations**"); and

WHEREAS, Seller is willing to offer certain consulting services to Purchaser to assist Purchaser in evaluating and assessing whether to develop commercial condominiums (high-end storage, workshop, and office/warehouse) ("**Units**") and use therewith the Mark and Know-How ("**Services**"); and

WHEREAS, Seller is willing to offer the Services and license in Phase 2 on a non-exclusive basis the Know-How and Mark ("**Package**") to Purchaser under the terms and conditions of this Agreement, and Purchaser is interested in purchasing the Package.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Two-Phase Agreement. This Agreement is intended to be implemented in two phases, although Purchaser may elect to combine immediately the phases. Phase 1 is intended to be an investigatory phase, which will assist Purchaser in deciding whether or not to enter into Phase 2 of this Agreement for the development of Units.

1.1. **General Description of Phase 1.** Purchaser can expect the following consulting services during the Phase 1 period ("**Phase 1**"), all as further described on **Exhibit A1**, attached hereto. Consulting Services related to:

- | | |
|---|-----------------------------|
| ▶ Site selection | ▶ Finance options |
| ▶ Site plan and layout | ▶ Business plan development |
| ▶ Construction plans and costs | ▶ Market strategy |
| ▶ Budget items | ▶ Demographics review |
| ▶ Regulatory matters | |
| ▶ Bid letting and pre-construction activities | |

1.2. **Limitations on Phase 1 Consulting:** Phase 1 consulting services will be offered only to purchasers interested in entering into Phase 2 of this Agreement, and by entering into this Agreement Purchaser states that it is their intent, in good faith, to proceed to Phase 2, barring a material event which prohibits Purchaser from so proceeding. The consulting services are not legal in nature or offered by a realtor and are based solely upon the experiences of the owners of Seller in planning and developing

Units. No license of the Know-How or Mark are included as part of Phase 1. All information conveyed to Purchaser during Phase 1 is considered confidential and must remain so for a period of 5 years after the expiration of this Agreement.

Other aspects of Phase 1 include:

- ▶ Minimum of 4 months of consulting fees must be paid.
- ▶ Purchaser acknowledges that if they do not proceed to Phase 2, the payments under this agreement for Services were for the opportunity to investigate the development of the Units and entering into Phase 2, and all payments are non-refundable.
 - ▶ Services to be provided in good faith as requested by Purchaser but not on a fixed hourly or minimum or maximum amount level. Seller will assist Purchaser in investigating whether or not to proceed to Phase 2.
 - ▶ Majority of work to be performed by email, phone, facsimile and limited site and office visits to Seller or Purchaser.
 - ▶ Site selection must be coordinated through Seller.
 - ▶ Consulting services may be extended beyond the four-month minimum on a month-to-month basis by Purchaser if agreed to by Seller.
 - ▶ All offers to land made during this Agreement shall include a clause assigning the offer to Seller, at Seller's election, in the event Purchaser does not proceed to Phase 2. This assignment may be accepted or rejected by Seller at their option on or before closing of the land purchase, and the offer must contain a clause to this effect.

1.3. **General Description of Phase 2.** Phase 2 is the development phase, and is intended to result in the license of the Know-How and license of the Mark in order to enable Purchaser to purchase land, develop the Units and sell and lease of the Units using the Mark. Purchaser is not required to continue with the consulting services. The information disclosed as part of Phase 1 and 2 is proprietary and protected by the *confidentiality agreement*, attached as **Exhibit B**. The details of Phase 2 are further described on **Exhibit A2**, attached hereto, but generally include the following, the contents of which may be modified from time-to-time by Seller:

- ▶ License of prior Wisconsin state approved building plans for a 24-unit condominium development (“**Plans**”) (all plans must be recertified by a registered architect for each location as part of obtaining a building permit).
 - ▶ License of specifications for materials and 2006 associated building costs.
 - ▶ License of complete set of mid-2006 Wisconsin compliant condominium documents including declaration, articles of incorporation, bylaws, rules, etc., in Microsoft Word format.
 - ▶ License of business plan in Microsoft Word format.
 - ▶ License of sample commercial lease agreement in Word format.
 - ▶ License of the Mark and other Know-How.
 - ▶ Building plans and specification must be used in strict compliance with provided plans except as required by local zoning officials or with the consent of Seller.
 - ▶ As the developer, Purchaser will be required as declarant of the condominium to purchase the "sign unit" (as that term is defined in the condominium declaration) and sign the attached license agreement with Seller.
 - ▶ Ownership of the sign unit by Purchaser shall be subject to a first right of refusal granted to Seller as provided in the condominium declaration.
 - ▶ The features of the sign unit and its rights may not be changed without the consent of Seller.
 - ▶ Purchaser hereby acknowledges that as part of any development project, a party does not obtain the “right to build” until a building permit has been applied for and obtained (also known as vested rights in property). Zoning approval does not constitute the right to build.

► As part of any Phase 2 purchase which results in the completion of a StorageShopUSA™ development consistent with the Location, Seller will agree not to participate in the placement of another similar storage shop facility within 3 miles of Purchaser's selected site until such time that the declarant turns over the management to the condominium association.

The license of all material as part of this Agreement is covered by the attached *license agreement*, attached as **Exhibit C**.

Section 2. Price.

2.1 **Phase 1.** Purchaser will pay to Seller the sum of \$8,000.00 for a minimum of 4 months minimum consulting services for Phase 1. Purchaser will **not** be entitled to a refund if Purchaser fails to or cannot utilize all 4 months of consulting services (e.g. Purchaser decides to discontinue, Purchaser moves quickly into Phase 2 and does not require consulting services, etc.). After said 4 months, Purchaser may retain Seller consulting services for \$2,000.00 per month thereafter if agreed to in writing by Seller by amendment to this Agreement.

2.2 **Phase 2.** Purchaser will pay to Seller the sum of \$15,000.00 for the license of the Know-How and Mark and to enter into Phase 2 of this Agreement.

2.3 **General.** All payments shall be made in advance in certified funds before each Phase begins. All payments are nonrefundable. Purchaser may continue consulting services if agreed to by Seller in writing beyond 4 months for \$2,000.00 per month for up to 12 months.

Section 3. Other Important Provisions.

3.1. **No Franchise.** The sale of the Package is the purchase of the experience (oral and written) of the owners in developing their own storage shop site. The sale does not and is not intended to constitute a franchise or dealership under Wisconsin or federal law. The main purpose of allowing the use of the Mark is to maximize sale of the Units. In lieu of using the Mark in association with the Package, Purchaser may purchase the rest of the Package except for the Mark for an additional fee of \$25,000.00

3.2. **Disclaimers.** Seller is not intending to provide legal advice or act as a broker or sales agent in acquiring property. Purchaser is strongly encouraged to solicit the advice of an attorney. TL Associates, LLC is simply sharing with Purchaser the process its owners have gone through to create a StorageShopUSA™ facility. That experience may or may not be helpful to Purchaser in their particular situation.

3.3. **Separate Legal/Tax Counsel.** Purchaser is strongly urged to get separate tax and legal advice as to this Agreement. Seller makes no representation as to the legality (e.g. legal sufficiency of documents, zoning, building code, state approved plans, etc.) of the Package to Purchaser's particular situation or the tax ramifications to Purchaser in proceeding with a development of the Units.

3.4. **Limited Representation.** Seller makes no representation as to the income or sales or lease amounts. Purchaser has and will continue to evaluate the costs of this Agreement and the costs of development and sale of Units versus potential income from such sales or leases, as well as legal sufficiency of all documents. Purchaser will hire as necessary legal, tax or other assistance in making such determinations. All information shared with Purchaser by Seller will relate to Seller's development of one site. Facts and circumstances can change, and state and local laws will vary from place to place. Purchaser will hire, as necessary, legal counsel to evaluate the Package, particularly with regard to zoning law, legal sufficiency of condominium documents, building code, etc.

3.5. **No Partnership.** Nothing in this Agreement is intended to create a partnership or joint venture between Purchaser and Seller. Seller is simply providing material to Purchaser and limited consulting services.

3.6. **Financial Condition/Changes.** Seller may require Purchaser to fill out a financial statement as to debts and assets as a condition of entering into this Agreement. If the Agreement is with an entity, Seller may require the principals of Purchaser to sign personal guarantees as to all terms and conditions, including the license and confidentiality provisions.

3.7. **Termination.** This Agreement may be terminated by Seller for cause. This Agreement may be terminated by Purchaser upon 30 days notice for any reason. All monies due at the time of termination shall be paid upon termination by Purchaser. No refund will be granted for early termination. In the event Purchaser does not enter into and complete Phase 2 of this Agreement resulting in a completed storage facility as described herein, all materials disclosed to Purchaser shall be returned to Seller upon termination, and Purchaser shall have no right to retain, copy or alter such Know-How and material.

3.8. **Proprietary.** All material disclosed to Purchaser is the proprietary information of Seller, whether or not available publicly through open records or otherwise. Unless licensed hereunder, Purchaser has no right to the use of such proprietary information.

3.9. **Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified, or supplemented only by a written agreement signed by Purchaser and Seller; except that Seller retains the right to modify the Know-How to protect its rights as to the Mark and Know-How.

3.10. **Attorney Fees.** In the event of arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, including any collateral document such as the license agreement, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

3.11. **Arbitration.** If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of a local arbitration association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

3.12. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

3.13. **Savings Clause.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

3.14. **Survival Clause: Nature of Representations and Promises.** All promises, representations and warranties and agreements made by Seller or Purchaser in this Agreement or pursuant hereto shall survive the purchase and termination date hereunder, and any investigation at any time made by or on behalf of Seller or Purchaser, as the case may be, shall not negate such promises, representations or warranties. All promises and covenants of this Agreement shall survive the termination of this Agreement.

3.15. **Damages; No Warranties.** In the event of the default under this Agreement and the failure to cure by Purchaser within any applicable cure periods under this Agreement, Seller may at its election discontinue the Package for any default without notice. Purchaser hereby acknowledges that Seller has entered into this Agreement only under the understanding that, except as provided herein, Seller makes no representation or warranty as to the services rendered or Know-How provided under this Agreement and that Purchaser has had satisfactory opportunity to review Seller's development and public record documents and to investigate Seller's services and company and make an informed decision as to whether or not Purchaser should enter into this Agreement. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT,

INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY FOR DIRECT DAMAGES EXCEED THE TOTAL FEES PAID BY PURCHASER HEREIN. .

3.16. **Indemnification.** Purchaser agrees to indemnify, hold harmless and defend Seller and its directors, officers, employees and agents from and against any suit, cause of action, claim, demand, dispute, liability, damage, loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to Purchaser's actions or inactions under this Agreement or Purchaser's use of any intellectual property or use of the material or information part of this Agreement. Seller agrees to indemnify, hold harmless and defend Purchaser and its directors, officers, employees and agents from and against any suit, cause of action, claim, demand, dispute, liability, damage, loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to Seller's actions or inactions under this Agreement

3.17 **Assignment.** This Agreement may not be assigned by Purchaser.

3.18 **Insurance.** Purchaser shall maintain industry-standard insurance types and amounts of insurance while a party to this Agreement, including, but not limited to, casualty, commercial general liability, builder's risk, etc. If requested by Seller, Purchaser shall add Seller as an additional insured to such policies.

Exhibit A1: Phase 1

Exhibit A2: Phase 2

Exhibit B: Confidentiality Agreement

Exhibit C: License Agreement

Purchaser:

Date: _____

Seller:

TL Associates, LLC

Date: _____

**[ATTACH EXHIBITS AS PROVIDED
IN THE AGREEMENT]**

EXHIBIT A1 – Additional Phase 1 Terms

1. Seller will in good faith attempt to offer services to Purchaser in evaluating the prospect of developing the Units. No set hours shall be agreed to, and Seller reserves the right to limit services at their discretion. A reasonable amount of services will be offered in good faith in assisting Purchaser in making a determination whether or not to proceed to Phase 2. In the event Purchaser cannot demonstrate to Seller that they are financially capable of developing the Units. Seller may terminate this Agreement if Purchaser cannot demonstrate such ability within a reasonable time after entering into this Agreement, but not sooner than 6 months
2. Purchaser understands that while the process and experiences of Seller were sufficient to allow Seller to develop and sell Units at the Location, local zoning and building laws change, and Purchaser shall determine the affect of such variations or changes on the development of the Units.
- 3 Phase 1, as described herein is designed to provide Purchaser with sufficient information to adequately assess their interest and capability in proceeding to Phase 2.

EXHIBIT A2 – Additional Phase 2 Terms

1. Consulting services are optional.
2. All written material provided are provide "as is" with no warranty as to compliance with local zoning laws, legal sufficiency, budget accuracy as to Purchasers own experience (e.g. zoning laws change, ADA requirements may vary, condominium laws change, price of material changes, etc.)
3. Once Purchaser elects to proceed to Phase 2 and the Know-How is disclosed, all money for Phase 2 is nonrefundable and not dependent upon successful construction of the Units. Purchaser agrees to make the election to proceed to Phase 2 in writing to Seller. Seller shall have 30 days to provide the Know-How.
4. The \$15,000.00 payment for Phase 2 entitles Purchaser to develop only one site.
5. Purchaser may elect to not use the StorageShopUSA™ Mark for a fee of \$25,000.00, but Purchaser is still limited to one site utilizing the Know-How.
6. Purchaser obligates itself to maintain the signs appurtenant to the sign unit in good condition and without blemish to the Mark.
7. Changes to the appearance of the condominium signs and appearance to the Mark may not be made without Sellers permission.
8. Seller may develop a StorageShopUSA™ website which, among other things, describes the StorageShopUSA™ concept and shows the location of other StorageShopUSA™ locations. Purchaser hereby consents to the listing of the Units on such website.
9. Seller agrees not to locate another StorageShopUSA™ project within 5 miles of Purchaser's selected site. Until such time that the declarant turns control over to the condo association. Purchaser shall submit to Seller, in writing, a location request. Seller shall have 10 days to issue an approval indicating the requested location is not located within 5 miles of another StorageShopUSA™ project. Location requests will not be recognized or reserved until the Consulting Service And Contract Purchase Agreement has been executed. All approved location requests shall be valid for 6 months and an extension cannot be unreasonably withheld. Buyer shall be limited to no more than 3 approved locations at any one time. For every Phase 2 payment received, an additional location request can be granted.
10. Seller will have no responsibility to maintain the signs or pay any condominium fees.

11. The condominium declaration for the Units must contain a clause stating that the sign unit and limited common elements associated therewith may not be altered, discontinued or changed without the

consent of all owners, their lenders and Seller, as licensor; except that the Seller retains the right to modify the appearance of the Mark to enhance the Mark.

12. As part of the condominium development, Purchaser or their assigns must purchase the Sign Unit, thus controlling the Mark. Purchaser and its assign may not sell the Sign Unit to a third party without giving Seller the first right of refusal for a fee as determined in the Declaration.
13. This agreement does not authorize the Purchaser to design, produce, make etc any merchandise bearing the StorageShopUSA™ logo. All merchandise, if any, shall be purchased through the TL and or its assigns

EXHIBIT B – Confidentiality and Proprietary Agreement

This Agreement is effective as of the ___ day of _____, 200__, between **TL Associates, LLC**, a Wisconsin limited liability company, ("**TL**"), and _____ ("**Bound Party**").

1. Purpose of Agreement. TL and Bound Party have entered into an agreement by which Bound Party will be licensing and made aware of certain proprietary and other confidential information, some of which may be trade secret pursuant to the Consulting Service and Package Purchase Agreement ("**CPA**") entered into between the parties to which this Agreement is part. Any capitalized term used in this Agreement but not defined herein shall have the meaning as used in the CPA. This **Exhibit B** to the CPA shall apply to any and all stages of the CPA.

Some information as described below may be proprietary but not confidential. The proprietary information, although referred to generally as confidential information, may only be used for purposes of the CPA.

Bound Party also acknowledges that TL has invested considerable time and money and taken substantial risk by investing in and developing the information disclosed as part of this Agreement and defined herein; further Bound Party acknowledges that TL is the owner of certain intellectual property rights and interests, including, trademark(s), copyright(s), trade secret(s), patent right(s) and application(s), formula(s), code(s) and procedure(s), as applicable, related to the material described herein.

2. Consideration. By signing this Agreement, Bound Party affirms they are willing to accept the restrictions this Agreement imposes on them as a condition of entering into the CAP. TL affirms that it requires Bound Party to sign this Agreement as a condition of entering into and receiving the benefits of the CPA and information disclosed as part thereof.

3. Confidential Information. To that end, confidential information is defined as all information disclosed to Bound Party as part of the CPA, whether oral or written. Some of the information may be publicly disclosed as acknowledged herein and that it is not confidential but still proprietary. This Agreement shall cover all such material. This Agreement shall cover all information related to and leading up to development of the Units disclosed to Bound Party related but not limited to:

- a. **Site selection;**
- b. **Site plan and layout;**
- c. **Construction plans and budget;**
- d. **Bid-letting and pre-construction activities;**
- e. **Finance options;**
- f. **Business and market plan;**
- g. **Demographic analysis;**
- h. ***Prior State approved building plans**
- i. **Specifications and materials;**
- j. **Actual construction cost figures;**
- k. ***Condominium documents;**
- l. **Sample lease agreement;**
- m. **Architectural drawings and renderings.**

and all information relating to the development of a StorageShopUSA™ Units as part of the CPA. It further includes, related thereto all devices, methods, techniques, product specifications, technology set forth in pending but unpublished patent applications, prototypes, dimensions, tolerances, sketches, drawings, blue prints, photographs, designs, components, systems, specifications, or processes, and any inventions (whether or not patentable), know-how, trade secrets, forecasts, business plans, reports, formulas, patterns, compilations, supplier contracts, manufacturer lists, pricing information, general financial information regarding TL without regard to the nature or scope of business activities conducted or pursued, documents stored in electronic or computer storage devices, summaries, and any other materials that reflect or relate to any part of the contents of these documents), the disclosure of which would be harmful to the interests of TL, which is not generally ascertainable by proper means (except as to proprietary-only information), it not generally known within the industry, and which has limited disclosure within TL ("**Confidential Information**").

* = proprietary but not confidential because of public record

4. Trade Secret. Certain of the Confidential Information as described above may be considered trade secret as defined by Wis. Stat. sec. 134.90 (2001-2002). All trade secret is specifically identified on **Exhibit 1**, attached hereto. Bound Party agrees not to disclose any trade secret to any person for any reason. This covenant shall survive indefinitely the expiration of Bound Party's agreement with TL.

5. Non-Disclosure. Bound Party agrees to keep confidential, during this Agreement, all Confidential Information and Trade Secret and not to use the proprietary information except for the purposes of this Agreement and CPA. This restriction shall apply in the United States of America. Bound Party will not disclose or divulge Confidential Information or Trade Secret except upon the written consent or instructions of TL or in the process of developing a StorageShopUSA™ site. All Confidential Information and Trade Secret furnished to Bound Party is and remains the property of TL, and Bound Party agrees to return all of such material to TL upon demand, and in any event, immediately upon termination of this Agreement. Bound Party further agrees that during and indefinitely after the later of the termination of the CPA or the completion of the Units, they/he will not disclose or use for personal benefit or for the benefit of any other party, Confidential Information or materials of TL provided to or accessible by Bound Party by TL. If Bound Party has any questions regarding the status of any information as Confidential Information, he should refer these questions to the TL's members. Nothing in this paragraph shall be construed to divest or in any way limit any rights enjoyed by TL under the applicable law of trade secrets. Bound Party further agrees to never disclose any Trade Secret except as allowed by TL in performing Bound Party's rights and obligations under the CPA. Notwithstanding the above, as to information and material disclosed to Purchaser under Phase 1 of this Agreement, such information and material shall remain confidential during and for a period of 5 years after this Agreement.

To the extent the information is only proprietary, such information shall only be used for the purpose of the CPA consistent with the one-time license agreement.

6. Assignment. This Agreement may be assigned by TL and shall accrue to the benefit of any successors in interest to TL. This Agreement may not be assigned in any manner by Bound Party.

7. (left blank).

8. Damages. By signing this Agreement and accepting the terms of the CPA, Bound Party

acknowledges that this Agreement is reasonable and that he understands TL's legitimate business need for the Agreement based on relationships with existing and potential purchasers of TL's Mark and Know-How and his/her access to and knowledge of Confidential Information that would hurt TL if known to an existing or potential competitor or purchaser. If Bound Party violates the terms of this Agreement, he acknowledges that TL may be entitled to an immediate preliminary injunction, at the option of TL, against Bound Party from further breaching this Agreement. In addition, TL shall also be entitled to pursue any other damages available in law or equity as a result of such breach, including but not limited to permanent injunctive relief, actual damages, and be entitled to actual attorneys' fees and other costs of litigation incurred by TL to enforce this Agreement.

9. Amendment of Agreement. This Agreement replaces any other prior non-disclosure or confidentiality agreement between the parties, and this Agreement may be amended, modified, superseded, or canceled only by a written instrument executed by all of the parties to the Agreement.

10. Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.

11. Negotiation. The parties to this Agreement agree that the Agreement has been fairly negotiated between the parties and both sides acknowledge that they have had adequate time and opportunity to review this Agreement, independently or with the assistance of counsel, prior to signing.

12. Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that this invalidity or unenforceability shall not affect the other portions of this Agreement, and that the remaining covenants, terms, and conditions or portions thereof shall remain in full force and effect.

16. Notice. Any notice or written request required to be given hereunder shall be in writing and shall be personally delivered to the recipient or sent by certified registered mail, return receipt requested. In Bound Party's case, such notice or request shall be sent to address last known by TL. In the case of TL, such notice or request shall be sent to any member at TL's principal office. Notice or request shall be effective when it is received if personally delivered, or if mailed, when it is postmarked.

BOUND PARTY

TL ASSOCIATES, LLC,
a Wisconsin limited liability company

By:

Title:

Date: _____

Date: _____

EXHIBIT A to Confidentiality and Proprietary Agreement

IDENTIFICATION OF TRADE SECRET

Seller's architectural renderings; and
the Package as put together and integrated by Seller, including but
not limited to the arrangement of the buildings, make-up of the buildings, method of
condominium development.

EXHIBIT C – License Agreement

NON-EXCLUSIVE LICENSE AGREEMENT PHASE 2

This Agreement entered into this day by and between TL Associates, LLC ("**Licensor**"), and _____ ("**Licensee**").

WHEREAS, to the best of its knowledge, Licensor is the Owner of all right title and interest in the material described on **Exhibit 1**, attached hereto ("**Material**"), and part of the Material shall contain the trademark, "**StorageShopUSA**" ("**Mark**"); and

WHEREAS, Licensor and Licensee have this date entered into a Consulting Service and Package Purchase Agreement ("**CPA**") whereby Licensor is selling Licensee certain services and non-exclusive use of the Material; and

WHEREAS, the Licensee has investigated, researched, and is entering into Phase 2 for the purposes of developing commercial real estate placing thereon commercial condominium units in the form and style previously designed by Licensor as a StorageShopUSA™ commercial condominium development ("**Project**") at the Location; and

WHEREAS, Licensee desires to obtain license rights to said Material to be used in the development, sale and branding of units related to said Project; and

IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Grant of License.

1. **Grant of License.** Upon the terms and conditions set forth herein and under the CPA, Licensor hereby grants to Licensee a non-exclusive License for one building site for use of the Package in the development, sale of units, and branding of the condominium units of one Project site similar to the Location. If not otherwise defined herein, all capitalized terms in this Agreement shall have the same meaning as in the CPA. This License shall not be granted until Licensee has elected to participate in Phase 2 of the CPA and pays the required fee.

Licensee agrees to use the Mark and develop a site consistent with the use and appearance of the Location, including all signs. Licensee agrees that it will control as owner of the Sign Unit all signs at the StorageShopUSA™ Project and ensure that all signs are materially consistent with the Location. In the event Licensee uses the Mark inconsistent with the Location, discontinues, or desires to sell the Sign Unit as part of the Condominium, Licensee hereby grants to Licensor the right to purchase the Sign Unit of the condominium Project for \$100.00 and grants to Licensor full power of attorney to effect such change of ownership. No further consent shall be required of Licensee to effect such change of ownership.

2. **Limitation.** No license, immunity or other right is granted by implication or otherwise with respect to any Material or substantial application other than the Material.

Section 2. Royalty and Payment. Royalty Payment. In addition to valuable consideration already received pursuant to the CPA in the payment for the Phase 2 fee.

Section 3. Marking.

1. Identification of Mark. Licensee agrees to affix to each promotion, advertisement, sign, stationary, packaging, etc., and any other use of the Mark a legible notice reading TM denoting the Mark is protected.

2. Limitation on Use of Materials, etc. Neither the granting of the license herein nor the acceptance of royalties hereunder shall constitute an approval of or acquiescence in Licensee's practices with respect to Materials, trade names, corporation names, advertising, or similar practices with respect to the Material, nor does the granting of such license constitute an authorization or approval of, or acquiescence in the use of Licensor's name or any Material of Licensor or its affiliates in connection with the operation and promotion of the Material, and Licensor hereby expressly reserves all rights with respect to thereto.

Section 4. Duration and Termination.

Duration and Termination. Unless otherwise terminated as hereinafter set forth, this Agreement shall continue in full force until the physical improvements at the Project are destroyed. Licensor shall have the right to terminate this Agreement and the license granted herein in the event of any of the following: (i) Licensee breaches the Agreement or CPA and does not cure such breach within 30 days after notice thereof from Licensor specifying such breach; (ii) dissolution, insolvency or bankruptcy of Licensee whether voluntary or involuntary; (iii) appointment of a trustee or receiver for a party; (iv) inconsistent appearance or use at the Project as compared to the Location. Then, and in addition to all other rights and remedies which the other party may have at law or in equity, the other party may, at its option, terminate this Agreement by notice thereof in writing specifying the reason for such termination and a termination date. Such termination shall become effective on the date of termination set forth in the notice of termination, but in no event earlier than 30 days from the date of mailing thereof. Licensee herein grants to Licensor, in addition to all other rights, the right to require specific performance as to the use and manner of use of the Material. Licensee may terminate this Agreement if it is shown that the Material is an infringement and against the law. For any material violation of subparagraph (iv) above, Licensee shall pay to Licensor a liquidated damage amount of \$30,000.00 as adjusted for inflation.

Section 5. Warranty Exclusion. No representation or warranty has been made by Licensor that the Material made under this Agreement is exclusively owned by Licensor or that it has the superior right to ownership of the Material. It is hereby understood that Licensor shall not be liable for any loss damage or expense arising from any claim of Material infringement upon the use of the Material. Licensor does state, however, that to the best of Licensor's knowledge, Licensor has the exclusive rights to the Material and has authority to license the Material.

Section 6. Miscellaneous.

1. Successor Licensors. This Agreement shall be binding upon and inure to the benefit of Licensor, its legal representatives, successors and assigns.

2. Successor Licensees. This Agreement shall be binding upon and inure to the benefit of Licensee,

