



SUNSHINE CO-WORKING LICENSE AGREEMENT

Made as of _____ 200__ by and between SUNSHINE REALTY MANAGEMENT LLC, d/b/a "Sunshine Suites" of 12 Desbrosses Street, New York, New York ("Licensor") and _____ of _____ ("Licensee" referred to herein as "Shiner")

WITNESSETH:

WHEREAS, Pursuant to a triple net leases (the "**lease**") dated as of _____ between _____, as Landlord/Lessor ("**Landlord**"), and Sunshine Realty Management, LLC, as Tenant/Lessee ("**Sunshine**" or "**Licensor**"), Licensor is the Lessee of the building known as 12 Desbrosses Street, New York, New York (referred to herein as "**Sunshine Suites**") including a space in which desks are located (referred herein as the "**Suites**"); and

WHEREAS, Licensor wishes to license to Shiner and Shiner wishes to receive a license from Licensor to enter and use a portion of the aforementioned location in which a number of Suites are located and available daily on a first come- first serve basis pursuant to the provisions of this license agreement (respectively the "**Suite(s)**" and the "License").

WHEREAS, in consideration of the forgoing recitals, promises, conditions, agreements and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Shiner, each of them intending to be fully and legally bound, agree as follows:

LICENSE

(a) THE SPACE

(1) **Suite(s)** The Suites available shall be located in a portion of the above mentioned premises and shall consist of Desks and shall be maintained by Licensor in good functional condition and Licensor shall not be responsible for damage exceeding normal wear and tear caused by Shiner's acts and/or omissions, or the acts and/or omissions of Shiner's agents and/or invitees. The Suite shall include, when available, a desk, a shared internet connection (wifi). Access to the Internet shall be a courtesy and not a right. Phone lines and Phone Service are not included in this License provided to Shiner. Shiner hereby agrees that an outside provider of Sunshine Suite's choice shall be the exclusive provider of internet service in the Licensed space. Licensor shall have the right to change the exclusive provider of all services to Shiner. The Shiner shall also be allowed to use certain facilities located in Sunshine Suites @ Tribeca in New York, New York, including the sinks, toilets and certain other facilities to be designated by Licensor. Directory containing location of Actual Licensed Suite(s) shall be located at <http://www.sunshineny.com/> and is incorporated herein by reference.

(b) **PERMITTED USE**. Shiner shall be entitled to use the Suites solely for office and business oriented purposes and for no other use whatsoever (subject to the terms of this License). The Shiner shall not be entitled to the use of any particular Suites and the Suites shall be available on a first come, first serve basis. These purposes include reading, writing, typing, phone conversations, meetings with up to one person at a time in the designated meeting room (by appointment when available), and other normal office work conducted in a manner which shall not unreasonably disturb other people using other Suites within Sunshine Suites.

(c) **NONEXCLUSIVITY**. During the Term of the License, as defined herein, Licensor shall not allow any other person or entity to use

the Suites access cards during the times designated for use by licensee named above. Licensee acknowledges that this is a part time arrangement, that other licensees shall use said suites at other designated times and that licensee is not entitled to continuous use of any particular suite. Suite to be used shall be designated by Licensor on date of use. Notwithstanding the above, Licensor and its designees may temporarily move the Suite, remove or replace parts and components of the Suite and shall at all times have access to and around the Suite and Sunshine Suites, for the purpose of maintaining the Suites and Sunshine Suites and in the course of carrying out such actions and/or maintenance. For the purpose of this provision or any other, unless stated otherwise, Licensor shall not be required to provide notice to Shiner as a condition precedent to such maintenance or action. Licensor may relocate Shiner to other equivalent space within Sunshine Suites upon giving Shiner one (1) business day prior notice. Licensor shall not be responsible for any loss of income, relocation expenses, or any other costs directly or indirectly associated with any relocation. Licensor shall not be responsible for any inconvenience or expenses that said relocation shall cause with respect to third parties in privity with the Shiner or other third parties and Shiner shall indemnify Licensor and hold Licensor harmless as to all claims by such parties made in conjunction with any relocation of Shiner by Licensor. Shiner shall be responsible for the payment of and costs and legal fees incurred by Licensor in connection with any suits brought by third parties and Shiner in connection with Licensor's relocation of Shiner.

(d) **LIMITATIONS**. The License and this Agreement shall in no way be construed as granting Shiner any title, easement, lean, possession or related rights in the Suites, Sunshine Suites, the buildings located at 12 Desbrosses Street, New York, New York and/or 419 Lafayette Street, New York, New York or anything contained therein, or the Lease described herein between Landlord and Tenant. All of Shiner's rights hereunder are purely contractual and Shiner shall not receive or claim to have received, whether expressly or implicitly, any in rem rights regarding the Suites, the Office, Sunshine Suites, and/or the building(s) located at 12 Desbrosses Street, New York, New York and/or 419 Lafayette Street, New York, New York and anything contained therein. This License is subject and subordinate to the Lease. This License is granted to the Shiner on an individual basis and may not be transferred to any other person or entity. Shiner acknowledges and represents that Shiner's license herein provides no rights under the Lease, that Shiner is not in privity with Landlord, that Shiner agrees to be bound to the remedies, if any, set forth in this License and that Shiner shall have no right to bring or make any claims against the Landlord.

(e) **UPDATES**. Licensor will from time to time update the License Agreement. Shiner acknowledges that the most current License terms shall be located at <http://www.sunshineny.com/> and it shall be Shiner's responsibility to check said internet site for updates. Licensor shall have the right to update the License Agreement without notice. Shiner acknowledges that Shiner shall accept the new terms of the License Agreement upon renewal of the License each month. Use of Licensed space beyond the monthly License Period shall constitute acceptance of the new license terms.

CONSIDERATION

In Consideration for the License, Shiner agrees to pay via direct debit, at time of payment, in advance an amount per month set forth on the Master price list /Fee Schedule located on the website located at <http://www.sunshineny.com/> said term being subject to the terms and limitations set forth herein. Licensee also agrees that Said obligation to pay via shall be recurring and that said bank account shall be charged said monthly license fee each month.

Shiner also acknowledges that License fees shall be subject to change and that all current fees shall be located at <http://www.sunshineny.com/>.

Shiner shall pay all due and owing license fees via direct debit on the first of each month through an auto-payment program in which the Shiner's card shall be charged automatically each month until this license is terminated. Shiner acknowledges and hereby agrees to this charge and shall provide to Sunshine information regarding the Shiner's bank account. Shiner shall have the responsibility of keeping this information recent and accurate and shall agree to cover all amounts which are not paid in this manner.

Shiner also acknowledges that in the event that for any reason direct debit does not cover said charges Shiner will provide a credit card to be kept on file and used as a backup payment. In the event that payment is not effected in either manner, the Shiner's license shall be terminated immediately and the Shiner shall have the responsibility of signing a new agreement.

NEGATIVE COVENANTS.

(a) Shiner may not transfer, assign, sublicense, encumber or make any other transaction or use in his rights under the License except as specifically provided herein.

(b) Shiner may not conduct any illegal activity at the Suite or in Sunshine Suites, and/or 12 Desbrosses Street, New York, New York and/or 419 Lafayette Street, New York, New York.

(c) Shiner shall not conduct any activity that is generally regarded as offensive to other people, such as, but not limited to, involvement in hate groups and/or their ideologies, activity involving pornographic or sexually explicit materials, activity involving obscenities, whether written, oral or in any form or medium known or to be created.

(d) Shiner shall not conduct any activity which may be hazardous to other persons in the building. Shiner shall not litter the Suite or the Suite or its surrounding areas and shall refrain from creating excessive disorder on or around the Suite.

(e) Shiner shall not create unreasonable noise in the Sunshine Suites and shall not play tape recorders, CD players, radio, television or other similar devices which emit sound. Shiner may use such items if headphones are used and sounds emitted by said headphones do not disturb others.

(f) Shiner shall not make any changes whatsoever in the Suites, Sunshine Suites, or the building(s) located at 12 Desbrosses Street, New York, New York and/or 419 Lafayette Street, New York, New York. Shiner shall not affix, attach or otherwise display any poster, sign or materials outside of the Suite.

(g) Shiner, its agents, employees or invitees shall not engage in any actions which violate the terms of the Lease. Shiner, its agents, employees or invitees shall not fail to abide by all Rules and Restrictions in the Lease.

(h) Shiner may have no direct access to the Landlord of the Premises at 12 Desbrosses Street, New York, New York and/or 419 Lafayette Street, New York, New York. The Shiner shall have no right to complain or demand anything from the Landlord and shall address all issues directly to Licensor.

(i) Shiner, its agents, employees or invitees shall not engage in the downloading of music, software, movies or any other illegal activity which violates Intellectual Property Laws. Shiner further indemnifies Licensor and agrees to pay all costs and legal fees associated with any

claim which may arise relating to such activities engaged in or facilitated by Shiner, its agents, employees or invitees.

REPRESENTATIONS

(a) Shiner hereby represents that it is aware that Licensor's rights in the Suites and Sunshine Suites arise under the Lease and that Landlord leases such space to Tenant Licensor. Shiner acknowledges that this License Agreement and all of the Shiner's rights hereunder are subject to the provisions of the Lease and any sublease or assignment which may exist or be entered into at a later date.

(b) Licensor hereby represents that it is in possession of the Suites and Sunshine Suites pursuant to the aforementioned Lease and that subject to the provisions of the Lease it is entitled to grant Shiner the License contemplated herein. Shiner represents that no representations have been made which would lead Shiner to believe that he/she or it is in contractual privity with the Landlord because Shiner has entered into this License Agreement with Licensor. Shiner further acknowledges and represents that this License does not grant any right to Shiner to sue on behalf of Licensor or to take any other legal action on behalf of Licensor.

Notwithstanding anything contained in this Article or this License Agreement to the contrary, Shiner hereby represents that this License Agreement shall not be construed as creating a landlord tenant relationship, nor shall the payment of any sums pursuant to this License entitle the Shiner to possess or occupy the Suite located in Sunshine Suites. All representations made to and granted to Shiner appear herein.

(c) Shiner represents that no representations or promises have been made with respect to the physical condition of the building, the land upon which it is erected or the demised premises, Suites, the rents, leases, expenses of operation or any other manner or thing affecting or related to the demised premises, except as herein set forth. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Licensor and Shiner, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

PROPERTY LOSS, DAMAGE REIMBURSEMENT, INDEMNITY

Licensor and its agents shall not be liable for any damage to property of Shiner, its agents and/or invitees. Licensor and its agents shall not be liable for loss of or damage to any property of Shiner, its agents and/or invitees, nor for any items lost due to theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever, including but not limited to negligence, acts of god, rodents, flood, fire, acts of terrorism, and riots. Licensor and its agents shall not be liable for any such damage caused by other shiners or persons in, upon or about said Suites, and the building, or caused by operations in construction of any private, public or quasi public work. Shiner shall indemnify and hold harmless Licensor against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Licensor shall not be reimbursed by Insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Shiner, Shiner's agents, contractors, employees, invitees or Shiners of any covenant or condition of this License Agreement, or the carelessness, negligence or improper conduct of the Shiner, Shiner's agents, contractors, employees, invitees or Shiners where applicable. In case action or proceeding is brought against Licensor by reason of any such claim, Shiner upon written notice from Licensor, will, at Shiner's expense, resist or defend such action or proceeding by counsel approved by Licensor in writing, such approval not to be unreasonably withheld.

WARRANTY & INDEMNIFICATION

This section contains the only warranties made by Licensor. Any and all other warranties of any kind whatsoever are expressly excluded and disclaimed. Shiner disclaims any implied warranty of



habitability, merchantability and fitness for a particular purpose, whether as to the Suite or components and services associated therewith, the Office/Sunshine Suites, contents and fixtures, or components and services associated therewith. To the extent permitted by law, Licensor is not liable for any consequential, incidental, indirect, economic or punitive damages incurred by the Shiner even if Licensor has been advised or put on notice of the possibility of such damage(s).

Shiner shall be liable to Licensor for all damage caused to the Suite, the Office/Sunshine Suites, and the contents thereof beyond regular wear and tear, due to any act or omission of Shiner, its agents, employees, and/or invitees. The maximum liability of the Licensor to the Shiner, its agents, employees and/or invitees will not exceed the fees directly accruing to Licensor as a result of the operation of this Agreement, so that Licensor's maximum liability will be limited to fees in excess of previously accrued license fees already paid to Licensor pursuant to this agreement.

INSURANCE

Shiner, at its expense, shall maintain at all times during the term of this License, insurance covering Shiner for property damage, injury to Shiner, its agents, employees, or invitees, business interruption, prevention of or denial of use of or access to, all or part of the Premises or the Building, personal injury, and any other type of insurance which may cover any foreseeable problems which may arise due to the Shiner's use of the Licensed premises all in form and amount acceptable to Licensor. Licensor and Landlord shall be named as additional insureds on any such policies of insurance. If Shiner shall fail to carry such insurance, Licensor and Landlord shall not be liable in any manner. Shiner represents that Licensor has informed Shiner that insurance must be maintained at all times. Licensor shall have the right to purchase required insurance on the behalf of the Shiner at the Shiner's expense, including management fees.

CHOICE OF LAW

This License shall be governed in all aspects by the internal laws of the State of New York, without regard to the conflict of laws principles thereof. It is mutually agreed by and between Licensor and Shiner that the respective parties shall and hereby do, waive trial by jury and/or judge in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this License, the relationship of License and Shiner, Shiner's use of, or occupancy of, the Licensed Premises, and any emergency statutory or any other statutory remedy. Any disputes arising under this License shall be settled by arbitration, as set forth herein. Shiner and Licensor agree Arbitration shall take place in the City of New York, County of New York. It is further mutually agreed that in the event Licensor commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Shiner will not interpose any counterclaim of whatever nature or description in any such proceeding, except for statutory mandatory counterclaims.

TERM & TERMINATION

(a) The Term of the License shall be for one month, renewing monthly unless terminated pursuant to the procedures set forth for termination of a license agreement set forth at <http://www.sunshineny.com/> and which shall be updated as appropriate. Shiner agrees that a material inducement for the Licensor to enter into this agreement is the Shiner's representation that he or she shall be responsible for and shall pay all License fees up to and until the last day of the License Term.

(b) Licensor shall provide, at an additional fee, where available, on a first come, first serve basis, lockers for the placement of items by Shiner. Licensor shall not be responsible for items placed in said Lockers and Storage Bins. Shiner agrees that the security of these items is the responsibility of the Shiner and that these spaces are provided for

convenience. At no time shall placement of items into said spaces constitute a bailment.

(c) Licensor may immediately and without need to give notice to Shiner terminate the License (i) upon any breach of this License Agreement by Shiner, its agents, employees, or invitees, whether or not such breach is later corrected by Shiner, (ii) upon termination of the Lease and/or Licensor's rights in the Suite/Office space as provided for therein and (iii) at any other time whereupon Licensor, subject to its sole discretion, sees fit to do so.

(d) On or prior to the Termination of the License, Shiner shall remove all of its property from the Suite and all Sunshine Spaces where applicable. Licensor shall be entitled to dispose of any of Shiner's or any third party's property remaining in or on the Suite after the Termination of the License, and Shiner hereby waives any claims or demands regarding such property. In the event that the License is terminated for any reason, Shiner shall not be entitled to any refund or offset.

(e) Intentionally omitted.

(f) If Shiner terminates this License agreement in order to enter into a new License agreement in which Shiner shall License a space as a full time Licensee/Shiner, at least one month notice must be given to Licensor via the website at www.sunshineny.com. Shiner shall be responsible for the initial License fee until a new License agreement is executed & takes effect.

MISCELLANEOUS

(a) Force Majeure. Neither party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception of any obligations on Shiner's part to pay any sum of money due Licensor hereunder, including, without limitation, the payment of the License Fee which shall remain unaffected by the provisions of this paragraph) as a result of any causes or conditions that are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use best efforts to resume normal performance.

(b) Waiver. Neither party shall be deemed by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing.

(c) Severability. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any arbitrator or court of competent jurisdiction, then: the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby; and (ii) such provision or provisions shall be reformed without further action by the parties hereto and only to the extent necessary to render such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

(c) Prohibition Against Third Party Beneficiaries. This agreement and nothing express or implied herein is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors any rights, remedies, obligations or liabilities whatsoever.

(d) Brokers. The parties hereto warrant and represent to each other that they have not dealt with any broker or finder in connection with this Agreement. Each party agrees to indemnify and hold harmless the other party from any damage or loss that party may suffer as a result of any violation or breach of this representation and warranty. The parties further agree to cooperate in defense of any brokerage claim, to give testimony, if required, in connection with defending any brokerage claims which arise out of this transaction, provided that the party defending against such brokerage claim shall reimburse the party whose cooperation is required for all reasonable out of pocket expenses incurred in connection with such cooperation, including reasonable attorney's fees, if any. This provision shall not apply to current



Shiner/Business Partner Incentive Programs, which are designed to encourage referrals by current Shiner's and other Business Partners. Participants in such Incentive Programs shall not be considered to be Brokers or Finders as set forth in this agreement. The foregoing shall survive the consummation of the transactions contemplated in this Agreement.

(e) Intentionally Omitted.

(f) Access, Keys & Contact Information Sheets. Shiner shall receive an access card at the beginning of the term for use with the premises, Sunshine Suites, and Suite(s).

Shiner acknowledges that there shall be a fee for all additional cards. There shall also be a fee for replacement identification cards. Shiner further acknowledges that it is Shiner's responsibility to safeguard the identification card provided and that Shiner's negligence and/or failure to safeguard such card may constitute a breach of this License agreement. These and other fees and others listed are subject to change without notice and shall be superseded by any fees listed on the fee schedule at <http://www.sunshineny.com/>.

(g) Mail. Shiner shall have the option to receive mail at the above referenced address for an additional fee. Shiner hereby designates Licensor as authorized agent for the receipt of mail, packages and any other parcels. This designation is applicable to all items sent to Shiner through all carriers, including but not limited to the United States Postal Service, The United Parcel Service (UPS), Federal Express, DHL, Couriers, and Airborne Express.

(h) Notice and Notices. Shiner agrees and acknowledges that any Notice(s) sent to Shiner by Licensor is deemed to be properly relayed and/or served upon Licensor upon Shiner through its account on the website located www.sunshineny.com. Notice(s) as mentioned herein shall include, but not be limited to all warning letters, letters of default, letters in which Shiner is put on notice regarding delinquency of License Fee, Notice of breach of License Agreement by Shiner, its agents, or invitees, and any Notice in which Licensor informs Shiner that this License is terminated and in which Licensor requires Shiner to vacate Suite, or any other space Licensed to and used by Shiner.

(i) Limitation on Liability. Licensor shall provide as a courtesy, access to the internet as defined herein, access to a copy machine, receptionist, fax machine, meeting room, phone facilities, kitchen services and protection of the Sunshine Suites using a digital Key Card and cameras. Shiner agrees and acknowledges that Licensor shall not be liable for the failure or inaccessibility of any of the services and/or facilities set forth herein as well as any other services and/or facilities or accommodations.

(j) Shiner is responsible for the actions of all persons that Shiner, its agents, assigns or guests allow to enter the Sunshine Suites and/or the building. Shiner, its agents, assigns, and guests acknowledge that at no time shall they allow a party unknown to them to enter the Sunshine Suites or the building and that such action shall result in the immediate termination of this License.

(k) Intentionally Omitted

(l) Shiner acknowledges that Licensor, its employees/agents, successors and/or assigns shall not be responsible for or liable for any damages suffered by the Shiner, its agents, assigns, successors in interest and/or guests and clients of Shiner, or any other third party in connection with promotions, events, offers, services & Collaborations which may occur and/or which may be facilitated by third parties and/or third party entities.

Shiner further acknowledges and agrees that Shiner shall hold Licensor harmless as to any claim by Shiner against Licensor which may accrue or com to be due to Shiner's interaction with and or business

dealings with another Shiner or a third party, irrespective of how and/or why Shiner came to have reason to interact with or conduct business with said other Shiner or third party. Further, Shiner shall hold Licensor harmless even if Licensor made the initial introduction to the parties, said consideration for such limitation being the valuable goodwill and contacts that such actions on the part of the Licensor in providing introductions and a networking space convey to Shiner.

(m) Network and Shared Devices. Shiner acknowledges and agrees that in order to access and/or use the Sunshine Realty Management, LLC network and to use Sunshine Realty Management, LLC's printers and other shared devices, Shiner must install drivers and software to be provided by Sunshine to Shiner. Shiner agrees that Sunshine shall not be held liable for any damage resulting to the computer systems, hardware, software, files, and business of Shiner, its agents, assigns, employees, affiliates and customers due to use and/or installation of said software/drivers, irrespective of negligence on the part of a third party vendor or agent of Sunshine Realty Management, LLC. Shiner shall release Sunshine from any claim or liability of and for Shiner, its agents, assigns, employees, affiliates and customers arising from and in conjunction with the use of said software and/or drivers and shall have access and use of said software and/or drivers as valuable consideration for said release.

(n) Shiner acknowledges that while licensor may negotiate or seek to obtain benefits for its Shiners from third parties, Licensor is under no obligation to do and shall not be liable to Shiner for any harm or damage Shiner may suffer as result of said benefits or any other service or relationship received or entered into by Shiner. Shiner acknowledges that it has an affirmation obligation to investigate all transactions, events, relationship services, and offers. Shiner acknowledges that the herein limitation of liability of the Licensor includes, but is not limited to, third party promotions that might occur including phone service, fax service, and internet service.

(o) Sunshine Email List. Shiner acknowledges that all Shiners must be listed on the Sunshine Email List and must receive community emails as part of its obligations and duties as a Shiner. Shiner shall have an affirmative duty to keep the email address on the Sunshine Email List Current.

Licensor shall have the right to transmit information, and other content to Shiner via electronic mail and other means and forms of communication regarding and/or from third party associates, affiliates and entities.

(p) Shiner acknowledges that he shall abide by all rules and regulations contained on the rules page located at <http://sunshineny.com/> in using and conducting business in and around the Licensed space and common areas.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first above written.

Licensor:
Sunshine Realty Management, LLC

By: _____
Name: _____
Title: _____

Shiner:
Company Name: _____

Signature: _____

Name: _____

Title: _____

Address: _____

