

MASTER LICENSING AGREEMENT

THIS MASTER LICENSING AGREEMENT (the “Agreement”) is entered into as of this _____ day of _____, 2005 (the “Effective Date”), by and between CLEANSTAY USA, INC., a Georgia corporation, with its principal place of business located at 3423 Piedmont Road, N.E. Suite 518, Atlanta, Georgia 30305 (hereinafter referred to as “Licensor”) and _____, a _____ corporation, with its principal place of business located at _____ (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to obtain from Licensor, and Licensor desires to license to Licensee, a license to the CLEANSTAY USA graphics, pending mark, and logo, and any applicable copyright materials owned exclusively by the Licensor, as set forth in Exhibit A attached hereto (the “Brand”), pursuant to the terms and subject to the conditions set forth herein; and

WHEREAS, the Licensor agrees to permit and allow the Licensee to use the Brand (the “License”), in consideration for an annual license fee and conformance to Licensor’s qualifications and requirements; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed between the parties to this Agreement as follows:

1. TERM.

(a) The initial term of this Agreement shall begin on the Effective Date and shall continue for a term of one (1) year, unless terminated as provided herein.

(b) This Agreement shall automatically renew for additional individual terms of one (1) year each, at the then prevailing license fee offered at that time to new licensees of the Brand, unless either party gives the other written notice of its election not to renew at least one hundred twenty (120) days prior to the expiration date of the then current term. Upon termination in accordance with this Section 1(b), any and all License Fees not used to reimburse customers of Licensee shall belong to Licensor and Licensee shall have no right or claim to such amounts.

(c) Licensee may terminate this Agreement at anytime with at least one hundred twenty (120) days written notice to Licensor, and in such event Licensee shall not be entitled to a refund of any of the License Fees (as defined in Section 2 below), which Licensee has paid to Licensor.

(d) In the event of termination under this Section 1, Licensee agrees to destroy or return to Licensor all materials in its possession containing the Brand.

2. LICENSE FEES. Licensee will pay to Licensor licensing fees (“License Fees”) equal to \$6,000.00 per year promptly upon the Effective Date and each anniversary of the Effective Date of this Agreement. In the event Licensee plans to utilize the License for an establishment, which is currently under construction or material renovation and such construction or material renovation is not yet complete, Licensee shall be required to pay to Licensor fifty percent (50%) of the first annual License Fees, which is equal to \$3,000.00, on the Effective Date of this Agreement. The remaining balance of the first annual \$6,000.00 License Fees shall be due and payable upon completion of the construction or renovation of Licensee’s establishment, but no later than twelve (12) months after the Effective Date. Each annual payment thereafter shall be due and payable on each anniversary of the Effective Date.

3. DUTIES OF LICENSOR. Licensor agrees to perform all of the following in accordance with the terms and conditions of this Agreement:

(a) Licensor specifically acknowledges and agrees that Licensor has made a full and complete disclosure regarding any and all agreements and/or contracts to which Licensor is currently a party which affect the terms of this Agreement, and that the list of additional licensees contained in Exhibit B attached hereto, is a full and comprehensive list.

(b) Licensor agrees to perform any and all other duties reasonably necessary to effectuate the terms and conditions of this Agreement including providing Licensee with an attractive graphic design for its CLEANSTAY USA signage and staffing Licensor’s toll-free customer guarantee hotline.

(c) In the event that a Licensee declines to reimburse a customer of Licensee due to customer’s failure to submit a credible claim, Licensor will make such reimbursement to such customer should the customer call Licensor’s toll-free customer guarantee hotline and submit a request for reimbursement.

(d) Licensor will use commercially reasonable efforts to increase the number of licensees of the Brand, as achieving a critical mass of at least 100 licensees of the Brand within eighteen (18) months of the Effective Date will be necessary to sustain the Brand. In any event, should Licensor cease doing business, this Agreement shall terminate immediately and Licensor will endeavor to reimburse Licensee a maximum of \$4,000.00.

4. DUTIES OF LICENSEE. Licensee agrees to perform all of the following in accordance with the terms and conditions of this Agreement:

(a) Licensee agrees to maintain its premises as a lodging of good repute, to maintain clean rooms for its customers, to conduct the housekeeping of its premises in accordance with the CLEANSTAY video regarding housekeeping, and to avoid bona fide complaints which would adversely impact the Brand;

(b) Licensee agrees to make full and timely payments of the Licensee Fees;

(c) In the event that a customer of Licensee complains about the cleanliness of its establishment and seeks a reimbursement, Licensee shall treat the customer with respect and dignity while seeking to redress the matter directly with the customer and shall offer a full reimbursement to the customer when there is any credence to the customer's claim.

(d) Licensee agrees to be solely responsible for promoting the Brand with magnetic auto signs, placed upon its vehicle within ninety (90) days of the Effective Date, and to prominently display and maintain such signs so that they are clearly visible and would be inviting to customers. In the event Licensee plans to utilize the License for an establishment currently under construction or material renovation and such construction or material renovation is not yet complete, Licensee shall place such signs upon its vehicle within ninety (90) days of the date construction or renovation is complete with regard to such establishment.

(e) Licensee agrees to have all of its exterior signage, with the CLEANSTAY USA graphics and logo placed thereon, erected and in place within ninety (90) days of the Effective Date. In the event Licensee plans to utilize the License for an establishment currently under construction or material renovation and such construction or material renovation is not yet complete, Licensee shall have such exterior signage, with the CLEANSTAY USA graphics and logo placed thereon, erected and in place within ninety (90) days of the date construction or renovation is complete with regard to such establishment.

5. EXPENSES. It is expressly understood and agreed that Licensor is under no obligation or requirement to reimburse Licensee for any expenses or costs incurred by Licensee in the performance of its responsibilities under this Agreement. Any costs or expenses incurred by Licensee shall be at Licensee's sole risk and based upon Licensee's independent business judgment that such costs and expenses are appropriate.

6. TAXES. Licensee shall be solely responsible for payment of its own taxes associated with payment of the License Fees to Licensor as well as any taxes associated with any of Licensee's activities hereunder.

7. BREACH. If either party is in breach of any material provision of this Agreement, the breaching party shall have thirty (30) days following written notice from the non-breaching party, or an additional period of time as reasonably agreed to by the parties, to cure any such material breach; provided, however, that anything herein to the contrary notwithstanding, Licensor may terminate this Agreement if Licensee does not maintain clean rooms and is subject to multiple customer complaints, fails to satisfy customer complaints, or does not timely pay its license fees.

8. INTELLECTUAL PROPERTY RIGHTS. Licensor shall have the exclusive right, within its sole discretion, to apply for, perfect, maintain, prosecute, and enforce all

intellectual property rights relating to the Brand, including all modifications and improvements delivered to Licensee under this Agreement. Licensor shall have the right to incorporate in its intellectual property any suggestions for improvement made by Licensee, without claim or charge by Licensee.

9. LIMITATION OF REPRESENTATION AND USE OF COMPANY'S NAME BY LICENSEE. Licensee shall not reproduce, reference, distribute, or utilize the Brand, except solely for purposes of identifying the Brand, without the prior written approval of Licensor. Licensee shall submit to Licensor for approval, prior to use, distribution, or disclosure, any advertising, promotion or publicity in which the Brand is used, or which is otherwise undertaken pursuant to this Agreement. Licensor shall have the right to require, at its discretion, the correction or deletion of any misleading, false or objectionable material from any such advertising, promotion or publicity.

10. TERRITORIAL RESTRICTION. Licensee shall be granted the territory as set forth in Exhibit C, in which all other licensees of the Brand shall be restricted from using the Brand.

11. INDEMNIFICATION. Licensor agrees to indemnify Licensee from and against liabilities and reasonable costs, including reasonable attorney's fees, incurred by Licensee in defending any claim or suit arising from the alleged infringement by the licensed material of any trademark(s), copyright(s), or trade secret(s), or other intellectual property right(s) of a third party, provided Licensee has properly used the Brand and properly notifies Licensor in writing of the suit or any claim or infringement and that Licensor is permitted to fully control the defense and settlement of any claim or suit. Licensor shall have the right to settle any such claim or suit and require Licensee to substitute its use of the Brand with an alternative and substantially equivalent brand and logos, provided that such substitute shall be provided to Licensee at no expense to Licensee.

12. DISCLAIMERS.

EXCEPT AS PROVIDED ABOVE, THE BRAND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE BRAND IS WITH LICENSEE.

EXCEPT AS PROVIDED ABOVE IN THIS SECTION 12, LICENSOR'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE INDEMNIFICATION OF LICENSEE FOR AN ALLEGED THIRD PARTY INFRINGEMENT CLAIM ACCORDING TO SECTION 11. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR LOST SAVINGS ARISING OUT OF USE OF OR INABILITY TO USE THE LICENSE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OF FOR ANY CLAIM BY ANY THIRD PARTY. THE

ABSOLUTE LIABILITY OF LICENSOR SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO LICENSOR BY LICENSEE HEREUNDER.

13. INDEPENDENT CONTRACTOR STATUS. The relationship of the parties under this Agreement shall be that of independent contractors, and the employees of a party shall not be deemed to be the employees of the other party for any reason or purpose. Nothing in this Agreement may be construed to create any partnership, joint venture or agency relationship between the parties. Neither party has any authority to bind the other to any third party.

14. GOVERNING LAW. This Agreement and the legal relationships among the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws principles. Each party hereby irrevocably consents, in any dispute, action, litigation or other proceeding concerning this Agreement, to the exclusive and sole jurisdiction and venue of the federal and state courts located in Fulton County, Atlanta, Georgia, and irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding, that such court does not have jurisdiction over such party or that venue is improper.

15. FORCE MAJEURE. Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's control, including acts of God, civil commotions, terrorist acts, wars, military actions, strikes, labor disputes, and governmental demands or requirements. This provision shall not apply to payment obligations.

16. PARTIES IN INTEREST. This Agreement shall be binding and inure to the benefit of the parties, their respective representatives, successors and assigns.

17. NO THIRD PARTY RIGHTS. This Agreement is entered into solely between Licensor and Licensee and shall not be deemed to create any rights in any third parties or create any obligations of either Licensor or Licensee to any third party.

18. NO ASSIGNMENT. Neither party to this Agreement, without the prior written consent of the other party, may assign or transfer this Agreement or any right hereunder or any obligation incurred hereunder by operation of law or otherwise. Any attempt to do so in contravention of this section shall be void and of no force and effect. Notwithstanding the foregoing, the prior consent of the other party shall not be required in the case of assignment to an entity that acquires substantially all of the business of the assigning party.

19. BANKRUPTCY. In the event of any bankruptcy under Title 11 of the United States Code, in which Licensee or its successor is the debtor, it is recognized that the trustee may not transfer this Agreement to a third party without the consent of Licensor

as the Licensor shall have the right to terminate this Agreement immediately upon receiving notice of such transfer.

20. SEVERABILITY. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions hereof shall not be affected thereby.

21. NOTICES. Notices pursuant to this Agreement shall be delivered as follows:

Every notice required or contemplated by this Agreement to be given by either party may be delivered in person or may be sent by commercial courier or facsimile, addressed to the party for whom it is intended, at the address specified in this Agreement. Either party may change its address for notice by giving notice to the other party of the change.

If to Licensor: 3423 Piedmont Road, N.E.
Suite 518
Atlanta, Georgia 30305
Attention: Robert Matheson

With a copy (which shall not constitute notice) to:

Charles Y. Hoff, Esq.
Berman Fink Van Horn P.C.
3423 Piedmont Road, N.E.
Suite 200
Atlanta, Georgia 30305

If to Licensee: _____

Any written notice shall be deemed effective within seven (7) days of the date of its postage by certified mail. Notice by commercial courier shall be effective on the date it is officially recorded as delivered by return receipt or its equivalent. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized officer of the party to whom it was given. As used in this section, references to a particular date means the date itself, if a business day, otherwise the first business day after that date.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

LICENSOR:

LICENSEE:

CLEANSTAY USA, INC.

[NAME OF CORPORATION]

By: _____
President

By: _____
[title]

Attest: _____
Secretary

Attest: _____
Secretary

[CORPORATE SEAL]

[CORPORATE SEAL]

EXHIBIT A

CLEANSTAY USA GRAPHICS, PENDING MARK, LOGO

EXHIBIT B

LIST OF LICENSEES

EXHIBIT C

TERRITORY

One (1) Licensee per exit on all major interstate corridors, except in areas where the population density is equal to or greater than _____ people per square mile.