

REAL ESTATE MANAGEMENT AGREEMENT

This Real Estate Management Agreement ("**Agreement**") is made as of this ____ day of _____, 20____, by and between (Legal Name) (hereinafter referred to as the "**Owner**") and MACKENZIE MANAGEMENT COMPANY, LLC (hereinafter referred to as the "**Management Company**").

EXPLANATORY STATEMENT

Owner is the owner of a tract of land improved by commercial buildings located at (Property Address, City, State, Zip) (such tracts of land and commercial buildings are hereinafter referred to as the "**Project**"). Management Company is in the business of managing commercial real property. Owner desires to utilize the services of Management Company to manage, operate, and oversee maintenance of the Project. Management Company desires to enter into this Agreement as an independent contractor with Owner for the management, operation, and oversight of maintenance of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Explanatory Statement, which shall be deemed to be a substantive part of this Agreement, the parties hereto do hereby covenant, agree, represent, and warrant as follows:

1. Retention of Services of Management Company. Owner hereby retains the services of Management Company as Owner's exclusive representative to manage, operate, and oversee maintenance of the Project upon the terms and conditions, and for the term and compensation, hereinafter set forth.

2. Term. The term of this Agreement shall commence on the ____ day of _____, 20____, and shall be for a period of one (1) year, subject to the provisions of Section 12 of this Agreement. This Agreement shall be automatically renewed for successive one (1) year renewal terms unless either party shall notify the other in writing at least sixty (60) days prior to the renewal date that it elects not to renew the term of this Agreement. This agreement can be terminated by either party for any reason with sixty (60) days written notice.

3. Services to be Provided. Management Company hereby agrees to perform the services hereunder as an independent contractor and agent for Owner and agrees to perform or cause to be performed all services necessary for the management, operation, and oversight of maintenance of the Project. Management Company shall, among other things:

(a) Collect all rents, revenues, and all other sums payable by tenants under leases of space in the Project.

(b) Receive, refer to and report to Owner, when necessary, all complaints, inquiries and requests from tenants of space in the Project. Management Company shall not deal with any complaint, inquiry or request from any tenant of space in the Project that involves a claim against

Owner or the Project unless Management Company shall either (i) first obtain the approval of Owner in writing as to how to proceed with such complaint, inquiry or request or (ii) reasonably believe that any such complaint, inquiry or request constitutes an emergency, in which event Management Company shall deal with the same in a reasonable and prudent manner and use its best efforts to contact Owner promptly and inform Owner of such complaints and requests from tenants of space in the Project. Management Company shall provide guidance and direction to the personnel of Owner who deal with such complaints, inquiries and requests.

(c) Maintain full, true and accurate books of account (the "**Records**") with entries of all income and expenses received or incurred, respectively, in respect of the Project during each month during the term of this Agreement. Owner acknowledges that certain information concerning the historical expenses of the Project must be provided by Owner to Management Company in order for Management Company to maintain complete Records with respect to the Project. Management Company shall also furnish to Owner, on or before the 25th day of each month, for the previous month, the following automated management reports, as applicable (hereinafter collectively the "**Statements**"): (i) a monthly income/expense statement, (ii) a monthly balance sheet, and (iii) a monthly tenant delinquency report. The Statements shall show the status of collections of rent and other income, and expenses, in respect to the Project and shall be supported by canceled checks, vouchers, duplicate invoices, and similar documentation, in such form as shall be approved and/or requested by Owner, covering all items of income and expense in respect of the Project. Management Company shall also provide Owner with such reports, lists, analyses, and abstracts as agreed to by the parties hereto from time to time. Owner and Owner's representatives and agents shall have access to the Records and Statements at all reasonable times. The Records and Statements shall be kept at the principal office of Management Company during the term of this Agreement; *provided however*, in the event this Agreement shall terminate for any reason whatsoever, all Records and Statements in Management Company's possession, including, as applicable and available, all supporting documentation such as canceled checks, vouchers, duplicate invoices, service agreements and similar documentation, and all other leases and other contracts, files, papers, records, data, reports, programs, and/or other written, printed, graphic, recorded, or computerized information related or pertaining to Owner or the Project, shall be promptly returned to Owner. Management Company may, in its discretion, retain copies of the Records and Statements delivered to Owner, for its records.

(d) Enter into contracts and purchasing orders in the name of and on behalf of Owner, as its agent. Pursuant to any such contracts and purchasing orders, Management Company shall oversee the making of minor repairs, improvements, alterations, and decorations in the Project, purchase or lease supplies, equipment, tools, materials and uniforms for the operation of the Project, and keep and maintain the Project in good repair and condition, suitable for the uses for which the Project was meant to be used by Owner; *provided however*, that Management Company shall not contract for any such non-budgeted repair, alteration, decoration, purchase or lease exceeding \$5,000.00 without the prior written approval of Owner; and *further provided* that the prior written approval thereof by Owner shall not be required in circumstances in which Management Company shall reasonably believe that there exists an emergency requiring immediate action for the protection of the Project, equipment, furnishings, or other items of personalty located in the Project, or to tenants, third persons visiting or present at the Project. Upon the occurrence of any such emergency, Management Company shall promptly give telephonic, electronic or written notice to Owner of the reasons for, and the nature of and costs resulting from, such emergency. Owner and Management

Company recognize that Owner may engage or request Management Company to engage on behalf of the Owner the services of MacKenzie Services Company, LLC, an affiliate of Management Company (“**Services Company**”), to perform or assist with the performance of such minor repairs, improvements, alterations, and decorations, including but not limited to building maintenance, minor repairs and groundskeeping.

(e) Notify Owner promptly, by hand-delivered memorandum or e-mail or fax transmission, or within two days by registered or certified mail, return receipt requested, accompanied by all supporting documents, of (i) any complaint made by a tenant of space in the Project that involves or may reasonably be expected to involve a claim exceeding \$5,000.00 in amount, (ii) any fire or damage to all or any part of the Project, (iii) any personal injury or property damage occurring, or which is claimed to have occurred, to any tenant or third person on or with respect to the Project and which exceeds \$5,000.00 and (iv) any summons, subpoena, or other document served upon Management Company relating to actual or alleged potential liability of Owner, Management Company, or the Project. In the case of fire or other damage to all or any part of the Project, Management Company shall promptly give notice by telephone to Owner's insurance carrier, with written confirmation thereof expeditiously mailed to Owner's insurance agent, and complete promptly any customary loss report in connection with fire or other damage to all or any part of the Project. In the case of any personal injury or property damage suffered or claimed to have been suffered by any tenant or third person on or with respect to the Project, Management Company also agrees to forward to Owner's insurance carrier any summons, subpoena, or other document served upon Management Company relating to actual or alleged potential liability of Owner. Management Company is not responsible for reporting any incident described in this paragraph (e) of which it does not have knowledge.

(f) Cooperate fully with Owner and Owner's agents and representatives in the preparation by Owner and Owner's Agents and representatives of all financial statements, tax returns or information and any governmental agency or department tax assessment appeals and insurance applications and reviews in respect of Owner or the Project.

(g) Provide Owner with the following support services in connection with the administration of matters respecting the Project: bookkeeping, electronic compilation and retention of all Records and Statements, mortgage and escrow payments to Owner's lender if applicable; pay, when due, real estate and other taxes and assessments, insurance premiums, legal bills, accounting fees, promotional and advertising bills and other operating expenses of the Project.

(h) Fully and diligently cooperate with and assist the Owner in connection with any matter arising out of or in connection with the management and operation of the Project as the Owner shall reasonably deem to be necessary.

(i) Furnish to Owner, for its approval, an annual budget for the operation of the Project by November 15th of the year preceding the budget year and, as part of that budget process, recommend any and all repairs and other improvements necessary for the operation of the Project.

(j) Assist Owner in the administration of its obligations under each of the leases with tenants in the Project and assist Owner in establishing a good working relationship with the tenants

in the Project.

4. Confidential Information. Management Company shall not, either during the term of this Agreement, or any time after its termination for any reason, either directly or indirectly, divulge, disclose or communicate with any person, firm or entity in any manner whatsoever any information concerning any matters affecting or relating to Owner or the Project, including, without limiting the generality of the foregoing, any of its tenants, whether past, present or prospective, or the rental it obtains or has obtained with respect to the Project, except as may be required in any legal proceeding. Nothing herein contained shall prevent or prohibit the use by Management Company of standard procedures or forms used in the real estate industry not peculiar or restricted to the business practices of Owner or related specifically to the Project.

5. Bank Accounts and Disbursement of Funds.

(a) Management Company agrees to deposit all monies received from the operation of the Project in an account opened in the name of Owner (the "**Project Account**") and not to commingle such monies with funds of Management Company. The Project Account shall be subject at all times to the control of Management Company and Owner; provided, however, that Management Company shall have the right to draw checks or funds thereon, including payment by Electronic Fund Transfer ("**EFT**") or wire. Management Company shall pay from the Project Account the operating expenses of the Project and other payments relative to the Project that are required or permitted by the terms of this Agreement. Payment for expenses may include reimbursements to Management Company for supplies purchased through vendor accounts maintained by Management Company and payment of compensation due to Management Company or any affiliate who has provided services to the Project.

(b) Management Company agrees not to borrow any money for or on behalf of Owner without Owner's prior written consent.

(c) On the effective date of this Agreement, Owner agrees to furnish funds sufficient in amount to constitute normal working capital for the operation of the Project, herein agreed to be \$15,000, or such other amount as may be agreed to in writing by both Owner and Management Company. Management Company may use such working capital to pay the expenses of the Project or other payments relative to the Project that are required or permitted by the terms of this Agreement. Management Company shall not be obligated to advance any of its own funds to or for the account of Owner or to incur any liability unless Owner has furnished Management Company with funds necessary for the discharge thereof. If Management Company advances any additional funds in payment of a permitted expense in the operation of the Project, Owner shall reimburse Management Company therefor upon receipt of itemized invoices, bills, or itemized ledger entries for expenses specific to the Project. Reimbursement for expenses may include reimbursement to Management Company for supplies purchased through vendor accounts maintained by Management Company and payment of compensation due to Management Company or any affiliate who has provided services to the Project. Payment to Management may be by check, EFT, or wire.

(d) Checks or other documents of withdrawal on the Project Account shall be signed by representatives of Management Company. However, Owner shall have the right to draw

checks on the Project Account at any time.

6. Insurance.

(a) General Insurance Provisions.

(i) It is the intention of the parties hereto for Owner to provide primary liability insurance coverage for both Owner and Management Company as it pertains to the management of the property. Thus Management Company is (A) to be included as an insured under Owner's general liability insurance covering liability associated with the Project, and (B) to receive a waiver of all insurers' rights of subrogation against Management Company under all insurance policies of Owner required by this Agreement. Management Company's own liability insurance is intended to cover Management Company for claims against Management Company not covered by such insurance of Owner, and to waive Management Company's insurer's rights of subrogation against Owner.

(ii) All insurance policies required of either party under this Agreement shall (A) be issued by companies authorized to do business in Maryland, and which shall have an A.M. Best rating of A-, VII, or better and (B) require at least thirty (30) days' notice to the other party of cancellation of coverage (and ten (10) days' notice for non-payment of premiums).

(b) Owner's Insurance. Owner shall maintain or cause to be maintained, at its expense and at all times during the term of this Agreement, the following insurance which may be maintained pursuant to Owner's portfolio insurance;

(i) Commercial Property Insurance that, when combined with any tenant's coverage, provides replacement cost valuation coverage for all risks covered by all risk property insurance or special causes of loss, including builders risk if applicable, with policy limits of at least 100% of the full replacement cost of the buildings, improvements, and personal property of Owner from time to time located on the Project. Any deductible in such policy shall not exceed an amount that is commercially reasonable.

(ii) Commercial General Liability Insurance (CGL) and Umbrella Liability Insurance, written on an occurrence basis, including contractual liability coverage, with limits per location of not less than \$10,000,000 combined for bodily injury and property damage liability. This policy will name Management Company as an insured while acting as Owner's property manager, and will be primary and will not seek contribution from insurance afforded under the policies described in 7(c) below while Management Company is acting within the scope of its duties as property manager. Should any self-insured retention ("**SIR**") or deductible be incorporated within the policy of insurance, the responsibility to fund such financial obligations shall rest entirely with Owner and such SIR/deductible shall be deemed covered in accordance with the CGL form required; provided, however, in no event shall such SIR or deductible exceed an amount that is commercially reasonable.

(iii) The CGL and Umbrella Liability Insurance required by Section 7(b)(ii) shall name Management Company and such other persons or entities as Management Company may reasonably request from time to time, and their respective officers, directors, shareholders, partners, members, employees, subsidiaries, agents, affiliates, contractors, trustees,

beneficiaries, licensees, successors, and assigns, as additional insureds ("**Additional Insureds**") with respect to liability arising out of or related to this Agreement. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Owner or other Additional Insureds.

Certificates evidencing the renewal or replacement of all policies of insurance to be procured by Owner pursuant to this Section 7(b) shall be delivered by Owner to Management Company promptly following the renewal of each respective policy term. A copy of such policies shall be provided to Management Company upon request. The failure by Owner to obtain or maintain any insurance meeting the requirements of this Section 7(b), or to deliver to Management Company within ten (10) business days of Management Company's request the policies or certificates required by this Section 7(b), shall be an occurrence of default under this Agreement.

(c) Management Company Insurance. Management Company shall maintain or cause to be maintained, at its expense and at all times during the term of this Agreement, the following insurance;

(i) Commercial General Liability Insurance (CGL), written on an occurrence basis, including contractual liability coverage, with limits per location of not less than \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate;

(ii) Automobile Liability Insurance, with limits not less than \$1,000,000 Combined Single Limit;

(iii) Umbrella Liability Insurance, with limits not less than \$5,000,000 each Occurrence and \$5,000,000 Aggregate. Umbrella Liability Insurance shall schedule as underlying Insurance the Commercial General Liability (CGL) and Automobile Liability;

(iv) Property Manager Professional / Errors & Omissions Liability Insurance with limits not less than \$1,000,000 each Occurrence;

(v) Workers Compensation coverage for its employees and subcontractors as required by statute;

(vi) Management Company shall maintain and provide a crime insurance policy, including employee dishonesty coverage, in a sum of not less than One Million Dollars (\$1,000,000) (the "**Policy**"). Management Company shall pay all premiums and charges on the Policy. The proceeds of the Policy are to be paid to Owner to the extent of any loss it may incur under the terms and provisions of the Policy.

(d) Release and Waiver of Claims. Owner and Management Company each release and waive any right of recovery against the other (and against the other's respective officers, directors, shareholders, partners, members, employees, subsidiaries, agents, affiliates, contractors,

lenders, trustees, beneficiaries, licensees, successors and assigns), for any bodily injury, property damage, or loss covered by any policy of insurance required by this Agreement, or which would have been covered had the party carried the insurance it was required to carry by this Agreement, or within any SIR or deductible in such policy. No insurance policy required by this Agreement shall prohibit such release and waiver. In addition, the insurance policies required of Owner and Management Company by this Agreement shall contain a waiver of claims against the other by the insurer, whether by subrogation or otherwise (and against the other's respective officers, directors, shareholders, partners, members, employees, subsidiaries, agents, affiliates, contractors, lenders, trustees, beneficiaries, licensees, successors, and assigns). If any insurance policy required by this Agreement provides that a waiver of subrogation may only be granted by endorsement, Owner or Management Company, as the case may be, shall secure an endorsement providing the waiver of subrogation.

7. Indemnification of Management Company. Owner shall indemnify, defend, protect and hold harmless Management Company, and its officers, directors, shareholders, partners, members, employees, subsidiaries, agents, affiliates, contractors, lenders, trustees, beneficiaries, licensees, successors, and assigns, from and against all claims, losses and liabilities (including all expenses and reasonable attorneys' fees) which arise out of or in connection with this Agreement or out of any activity on, or the condition of, the Building, unless the claim, loss or liability arises from the gross negligence, willful misconduct, fraud or criminal acts of Management Company. With respect to the claims (a) covered by the foregoing indemnity by Owner, but (b) not covered by Owner's general liability insurance, Owner shall defend Management Company through counsel of Owner's choice (which counsel shall be subject to Management Company's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed). Management Company shall reimburse Owner for all such reasonable costs of defense to the extent that it is determined by a final judgment of a court of competent jurisdiction that Management Company's liability was caused by the gross negligence, willful misconduct, fraud or criminal acts of Management Company. If Management Company provides its own defense against any allegation of gross negligence, willful misconduct, fraud or criminal acts, and to the extent that a final judgment of a court of competent jurisdiction determines that Management Company was not grossly negligent or engaged in willful misconduct, fraud or criminal acts, Owner shall reimburse Management Company for its costs of defense in accordance with the provisions of this Agreement.

8. Indemnification of Owner. Management Company shall indemnify, defend, protect and hold harmless Owner, and its officers, directors, shareholders, partners, members, employees, subsidiaries, agents, affiliates, contractors, lenders, trustees, beneficiaries, licensees, successors, and assigns, from and against all claims, losses and liabilities (including all expenses and reasonable attorneys' fees) which arise out of the gross negligence, willful misconduct, fraud or criminal conduct of Management Company.

9. Compensation of Management Company. Owner shall pay to Management Company on a monthly basis, but before the fifth day of each month, a fee for the Management Company services performed pursuant to the terms of Section 3 of this Agreement, in an amount equal to the greater of _____ Dollars (\$____.00) per month or _____ Percent (____%) of the gross monthly receipts collected by Management Company during the immediately preceding calendar month. Such gross monthly receipts shall be all receipts with respect to the Project actually collected by Management Company for Owner and deposited in the Project's Account, including but not limited

to (a) rental payments of tenants, (b) payments of common area and other maintenance costs; (c) payments of taxes; (d) payments of expense calculations and reimbursement; and (e) any other receipt/or item of reimbursement or indemnification paid to or for the benefit of Owner, except the following items of income in respect of the Project: (i) proceeds from fire and casualty losses; (ii) payments in respect to condemnation; (iii) payments in respect of remodeling, installation, repairs and tenant alteration costs provided to tenants under the terms of their leases; and (iv) payments in respect of tenant security and other deposits. The minimum monthly fee shall increase by 3% annually upon the commencement of the automatic renewal term. In addition to the monthly fee described above, the Owner shall reimburse the Management Company on a monthly basis for any administrative costs incurred by Management Company for the benefit of the Project such as but not limited to copying, postage, parking and electronic records retention.

10. Compensation of Management Company for Additional Services. Owner and Management Company may agree, in writing, that Management Company perform certain services outside the scope of this Agreement for which Owner shall compensate Management Company, which services may include, but are not limited to, the following:

(a) Coordination and supervision of any major repair, alteration or renovation (including leasehold improvements) related to the Project costing in excess of \$25,000.00, including:

(i) Consultation and advice, whether jointly or separately, with Owner and such other persons as Owner may from time to time designate, regarding all aspects of the major repair, alteration or renovation, including, without limitation, overseeing the compliance with any zoning requirements, obtaining approvals, obtaining all required permits, physical inspection of the Project, feasibility studies, and preparation of cash flow analyses; and/or

(ii) Supervision of all activities relating to the completion of any such major repair, alteration or renovation including, without limitation, overseeing design activities, hiring and supervising one or more general contractors, overseeing compliance with the construction budget and approved plans, using commercially reasonable efforts to cause all third parties included in such construction or renovation to comply with, and promptly correct and violation of, applicable law and approving plans and specification and any changes thereto.

A fee equal to Five Percent (5%) of the aggregate cost of the major repair, alteration or renovation will be paid to Management Company for services provided if the aggregate cost is between \$25,000 and \$300,000, and a fee equal to Three Percent (3%) of the aggregate cost of the major repair, alteration or renovation will be paid to Management Company for services provided if the aggregate cost is greater than \$300,000. These fees will be graduated. As an example, if the aggregate cost is \$500,000, the fee will be 5% of \$300,000 plus 3% of \$200,000 for a total fee of \$21,000 (\$15,000 + \$6,000).

(b) Services relating to the sale, financing, refinancing or appraisal of the Project will be charged at a rate of \$150.00 per hour.

(c) All time, in excess of two (2) hours per month in connection with any one insurance claim and for all time in excess of four (4) hours in any one month in connection with all

insurance claims. Management Company will charge a fee equal to \$150.00 per hour for these services.

11. Premises and Equipment Compliance. Except to the extent of its duties and obligations set forth in this Agreement, Management Company does not assume responsibility for insuring compliance of the building located on the Project, or any equipment located therein, with the requirements of any statute, ordinance, law or regulation of any governmental body or of any public authority or officer having jurisdiction over the Project.

12. Termination. This Agreement may be terminated, and the obligations of the parties hereunder shall thereupon cease, upon the occurrence of any of the following:

(a) In the event of a sale, condemnation or destruction of all or part of the Project, either Owner or Management Company may terminate this Agreement upon thirty (30) days written notice to the other party;

(b) If a petition in bankruptcy is filed by either Owner or Management Company, or if either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party may terminate this Agreement upon thirty (30) days written notice to the other party; and

(c) If either Owner or Management Company shall default in the performance of any of its obligations hereunder and such default shall continue for thirty (30) days after receipt of written notice from one party to the defaulting party designating such default, the party not in default may terminate this Agreement upon five (5) days written notice to the defaulting party

Upon termination of this Agreement for any reason, the relationship created hereunder shall immediately cease and Management Company shall have no further right to act for Owner or draw checks on the Project Account. In the event of termination, Management Company agrees to fulfill all reporting and accounting functions hereunder for the period from the end of that covered by the last such report and/or accounting until the date of termination, for which Owner agrees to pay Management Company one month's management fee, as determined under Section 10 of this Agreement, for the month during which termination became effective as well as a termination fee equal to 1/12th of the previous 12 months' management fee in consideration of the work Management Company will be required to perform under Section 3(c) in transferring the management functions provided hereunder to Owner or its designee. Owner also agrees, for a period of one (1) year after the termination of this Agreement, not to directly or indirectly solicit for employment or employ any employee of Management Company or any of its affiliated companies, including MacKenzie Services Company, LLC, who was assigned to perform directly or indirectly any of the services under this Agreement. Owner acknowledges that such solicitation or employment will have a materially adverse effect on the business operations of Management Company and that there will be no adequate remedy at law for the failure of Owner to comply with the terms of this paragraph. Accordingly, Management Company shall have the right to have any breach by Owner of this paragraph remedied by equitable relief by way of a temporary restraining order, preliminary or permanent injunction, or such other relief as may be appropriate.

13. Notices. All notices, demands, requests, consents, or approvals required under this Agreement to be in writing shall be deemed effectively given upon the earlier of (a) personal delivery to the party to be notified, (b) the next business day after dispatch via nationally recognized overnight courier, or (c) e-mail with read receipt confirmation, all addressed to the party to be notified at the address indicated below, or at such other address as such party may designate by ten (10) days' advance written notice to the other party. Notices should be provided in accordance with this Section 14 at the following addresses:

If to Owner:

(Legal Name)
(Address)
(City, State, Zip)
Attn: (Contact Name)
(Contact e-mail)

If to Management Company:

MacKenzie Management Company, LLC
2328 W. Joppa Road, Ste. 200
Lutherville, Maryland 21093
Fax: 410-427-0429
Attn: Brendan O. Gill, President
bgill@mackenziemanagement.com

With a copy to:

MacKenzie Management Company, LLC
2328 W. Joppa Road, Ste. 200
Lutherville, Maryland 21093
Fax: 410-427-0429
Attn: CFO

14. Governing Law. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of Maryland.

15. Burden; Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and, except as stated herein to the contrary, their successors and assigns.

16. Gender. As provided herein and as the context requires, the masculine gender shall be deemed the feminine and neuter genders and vice versa; and the singular shall be deemed to include the plural and vice versa.

17. Force Majeure. Notwithstanding any provision contained herein to the contrary,

neither party shall be deemed to be in default hereunder for failing to perform any obligations arising pursuant to this Agreement if such failure is the result of any acts of State or governmental action, riots, disturbances, war (whether by formal declaration or informal action), strikes, lockouts, terrorism, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.

18. Limitation of Liability. No Officer, Director, Shareholder, Employee, Agent, Independent Contractor, Licensee, Associate or Affiliate of Management Company shall have any liability or obligation to Owner for any actual, consequential or incidental damages, lost profits, anticipated income or profits, or other similar damages as a result of any breach by Management Company of the terms hereof.

19. Execution in Counterparts. This Agreement may be executed in several counterparts, by original or facsimile signature or by or through such other electronic form in which a party may place or evidence its signature hereon (including an electronic scan of same), each of which so executed shall be deemed to be an original and such counterparts together shall be deemed to be one and the same instrument, which shall be deemed to be executed as of the date first above written.

20. Entire Agreement. The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement constitutes the entire Agreement and understanding between the parties and shall not be amended by either party without the written consent or agreement of the other party.

21. Relationship. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Owner and Management Company, it being the intent of the parties hereto that the relationship created hereby is, in fact and intent, that of an attorney-in-fact and independent contractor. Nothing contained herein shall be deemed to constitute Owner and Management Company as partners or joint venturers.

22. Severability. If any provision of this Agreement or application to any part or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

23. Timely Payment of Fees. In the event the Owner fails to make payment due hereunder within thirty (30) days of any fee being earned or due, then from the date earned or due until paid, the delinquent amount shall bear interest at one and one half percent (1½%) per month. If the Management Company is required to institute legal action against Owner relating to any fees owed under this Agreement, Management Company shall be entitled to collect from Owner reasonable attorney's fees and court costs. Owner shall indemnify and hold harmless Management Company from and against any claims, damages, suits, proceedings, losses, costs and expenses including reasonable attorney's fees, suffered or incurred by Management Company arising out of any

breach of this Agreement by Owner.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the date set forth above.

WITNESS:

OWNER:

(Legal Name)

By: _____

Name: (Contact Name)

Title: _____

MANAGEMENT COMPANY:

MACKENZIE MANAGEMENT COMPANY, LLC

By: _____

Name: Brendan O. Gill

Title: President