

Learn Bridge in A Day?® Teacher Toolkit

Site Licensing Agreement

This Site License Agreement (this "Licensing Agreement") is made effective as of _____ (the "Effective Date") between Whirlwind Bridge LLC a limited liability company formed under the laws of the State of Georgia with a mailing address of P. O. Box 80280, Atlanta, GA 30366 (hereinafter the "Licensor") and _____ a bridge club of the American Contract Bridge League, incorporated or formed under the laws of the State/Province of _____ with a mailing address of _____ (hereinafter the "Licensed Entity").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose of this Agreement**

The Licensing Agreement is intended to grant a Licensed Entity the right to designate up to five (5) individual instructors (the "Authorized Instructors") to teach Licensor's *Learn Bridge in A Day?®* program in connection with live on-site programs sponsored by the Licensed Entity. This Licensing Agreement is not intended to grant any individual Authorized Instructor any license to *Learn Bridge in A Day?®* apart from a sponsored Licensed Entity event.

2. **Content of Licensed Materials**

The materials that are the subject of this Agreement called *Learn Bridge in A Day?®* Teacher Toolkit shall consist of electronic information and published materials made available by Licensor (hereinafter referred to as the "Licensed Materials"). The Licensed Entity acknowledges that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. The Licensed Entity and its Authorized Instructors shall not claim any right, title or interest in the Licensed Materials except as expressly set forth in this Licensing Agreement, and shall not challenge Licensor's ownership of such.

3. **Designation of Authorized Instructors**

During the term of this Licensing Agreement, the Licensed Entity may designate up to five (5) Authorized Instructors to teach *Learn Bridge in A Day?®* as part of live on-site seminars. Each of the designated Authorized Instructors must sign a copy of the Authorized Instructor License, attached hereto as Exhibit A, which the Licensed Entity must then return to Licensor via e-mail or facsimile prior to the live on-site seminar. If Licensed Entity has previously designated five (5) Authorized Instructors, it may designate new users by notifying Licensor of the name(s) of those instructors whom it wishes to replace. At no time shall any single Licensed Entity be permitted to have more than five (5) simultaneous Authorized Instructors. Acceptance of Authorized Instructors is at Licensor's discretion.

4. **Grant of License; Licensed Entity**

Licensor hereby grants to the Licensed Entity non-exclusive use of the Licensed Materials and the limited right to reproduce and distribute copies of the Licensed Materials solely in accordance with this Licensing Agreement for the purpose of allowing Authorized Instructors to conduct live on-site seminars in the instruction of bridge. All copies of the Licensed Materials will be obtained from Licensor. For the purposes of this Licensing Agreement, a "live on-site" seminar is taught by an Authorized Instructor in front of living people physically present at the location where the Licensed Entity is sponsoring such seminar.

5. **No Grant of License; Authorized Instructors**

The Licensed Entity holds the license. Absent a separate licensing agreement, no Authorized Instructor has any right to use the Licensed Materials apart from live on-site seminars sponsored by the Licensed Entity.

6. **Joint and Several Liability**

The Licensed Entity shall be jointly and severally liable for any claims by Licensor caused by, or related to, acts or omissions of its current or former Authorized Instructors.

7. **Delivery/Access of Licensed Materials to Licensed Entity**

A Licensed Entity may use up to five (5) copies of the Licensed Materials for the purpose of allowing Authorized Instructors to teach live on-site seminars. Licensor will provide the Licensed Materials to the Licensed Entity in any of the following manner:

- A. Digital Media. Licensed Materials may be provided in digital form on physical media (e.g. DVD, CD, or USB Drive).
- B. File Transfer. Licensed Materials may be provided by means of electronic transfer over the Internet.
- C. Print Copies. Licensed Materials may be provided in print.

8. **Fees and Term**

The Licensed Entity shall make payment to Licensor of \$200.00 for use of the Licensed Materials beginning on the Effective Date, and continuing for a period of one calendar year (the “Termination Date”). The Licensed Entity may extend the term of this Licensing Agreement for an additional calendar year upon receipt of an annual renewal fee of \$200.00 received on or before the Termination Date, but no earlier than three (3) months prior to the Termination Date. Licensor may change the renewal rate within its sole discretion upon notice to the Licensed Entity prior to the Termination Date.

9. **Authorized Use of Licensed Materials**

The Licensed Entity shall have the right, during the term of this Licensing Agreement to permit the designated Authorized Instructors to:

- A. Access, view, and otherwise make personal use of any Licensed Materials provided in digital media for the purposes of teaching live on-site seminars, sponsored by the Licensed Entity, in connection with the *Learn Bridge in a Day?*® program;
- B. Copy and distribute only those portions of the Licensed Materials designated as “Student Manual” or “Handouts” for the limited purpose of teaching live on-site seminars, sponsored by the Licensed Entity, in connection with the *Learn Bridge in a Day?*® program.

10. **Restrictions on Use of Licensed Materials**

- A. Unauthorized Use. The Licensed Entity shall not permit anyone other than the Authorized Instructors to use the Licensed Materials, and shall not print, copy, or distribute any Licensed Materials other than those explicitly permitted under Section 9 of this Licensing Agreement.
- B. Modification of Licensed Materials. The Licensed Entity shall not authorize any person to modify or create derivative works from the Licensed Materials without the prior written permission of Licensor.
- C. Removal of Copyright and/or Trademark Notices. The Licensed Entity shall not authorize any person to remove, obscure, obliterate or modify any copyright and/or trademark notices included in or on the Licensed Materials.

- D. American Contract Bridge League Championships. The Licensed Entity may not use the Licensed Materials for the purpose of conducting *Learn Bridge in A Day?*® for the American Contract Bridge League at any North American Bridge Championships.
- E. Use Limited to Teaching Live On-Site Seminars. Other than as specifically permitted in this Licensing Agreement, the Licensed Entity and its Authorized Instructors may not use the Licensed Materials for any purposes, including but not limited to the sale of the Licensed Materials or reproduction or distribution of the Licensed Materials in any form. The Licensed Entity shall not record or simulcast seminars through any means, including but not limited to broadcasts or webcasts, without the prior written consent of Licensor.

11. Licensor Performance Obligations

- A. Availability of Licensed Materials. Licensor shall make the Licensed Materials available to the Licensed Entity within ten (10) business days of the Effective Date of the license.
- B. Support. Licensor shall offer activation or installation support, including assisting with the implementation of any Licensor software. Licensor shall offer reasonable levels of continuing support to assist the Licensed Entity in the use of the Licensed Materials, including reasonable availability by email or phone for feedback, problem-solving, and/or general questions.
- C. Notification of Modifications of Licensed Materials. The Licensed Entity acknowledges that Licensor may supplement, modify, and/or remove content from the Licensed Materials at its sole discretion, and that portions of the Licensed Materials are subject to change in form and substance. Licensor shall make an effort to inform the Licensed Entity of significant changes to the Licensed Materials, and shall provide updates to the Licensed Materials at reasonable intervals.
- D. Privacy. Licensor only collects voluntarily produced personal information and may use such information to provide the Licensed Entity with services under this Licensing Agreement or to contact the Licensed Entity regarding other promotions or events. Licensor may use any information for internal business purposes, including publishing data in aggregate form. **Licensor shall not sell or rent any personal information to any third party apart from the assignment of this Licensing Agreement.** Notwithstanding the foregoing, Licensor shall disclose any information required by law, or where disclosure is reasonably necessary under the circumstances.

12. Licensed Entity Performance Obligations

- A. Notice of Copyright. The Licensed Entity shall instruct Authorized Instructors to notify all recipients of the “Student Manual” or “Handouts” that the material is subject to copyright protection and may not be reproduced without Licensor’s written consent.
- B. Integrity of the Seminar. The Licensed Entity shall ensure that all Authorized Instructors present the seminar in its entirety and in the order presented in the Licensed Materials. The Licensed Entity acknowledges that enrollment in a *Learn Bridge in a Day?*® seminar entitles students to a complete and consistent educational experience, and that failure to present the seminar in its entirety and in the order presented in the Licensed Materials may damage the goodwill associated with Licensor’s program, and would cause irreparable harm to Licensor.
- C. Control Over Licensed Materials. The Licensed Entity shall exercise control over all copies of the Licensed Materials and shall not permit its Authorized Instructors to make unauthorized use of Licensed Materials.
- D. Withdrawal of Licensed Materials. Licensor reserves the right to remove content from the Licensed Materials for any reason, as determined in Licensor’s sole discretion. The Licensed Entity agrees to destroy any and all copies of any portion of the Licensed Materials upon request by Licensor.

13. **Time to Cure Breach**

Parties agree that use of the Licensed Materials exceeding the scope of this Licensing Agreement shall constitute a material breach of this Agreement. In the event that either party believes the other is in breach of any obligation under this Licensing Agreement, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) calendar days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) calendar day time period the non-breaching party shall have the right to terminate this Licensing Agreement, subject to Section 14, without further notice.

14. **Termination and Survival**

- A. **Cease Use.** Upon termination of this Licensing Agreement, the Licensed Entity shall immediately cease all use of the Licensed Materials and destroy any portion of the Licensed Materials still in its control.
- B. **Survivability.** Parties acknowledge that this Section along with Sections 1, 2, 6, 15, 16, 17, 19, 20, 21, 23, 24, 25, and 26 shall survive termination of this Licensing Agreement.

15. **Representations**

The Licensed Entity represents that it is a corporation or company formally incorporated or formed under the laws of the state/province indicated above and having a registered agent who may accept notices and/or service of process. The Licensed Entity understands that this representation is material to Licensor's decision to enter into this Licensing Agreement.

16. **Limitations on Warranties**

Notwithstanding any other provision of this Licensing Agreement:

- A. Neither party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.
- B. Licensor makes no representation or warranties, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- C. The Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Instructors, or to any third party.

17. **Indemnities**

The Licensed Entity shall indemnify and hold harmless Licensor for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including an award of reasonable attorneys' fees, related to or concerning the live on-site seminars conducted by the Licensed Entity. In an action to enforce any portion of this Licensing Agreement, including but not limited to enforcement of termination provisions, the prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees.

18. **Assignment and Transfer**

The license provided under this Licensing Agreement is personal to the Licensed Entity, who may not assign or transfer, whether directly or indirectly, any or all of its rights or obligations under this Licensing Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed.

19. **Governing Law and Jurisdiction**

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Georgia without regard to its conflict of laws principles. This Licensing Agreement is executed within the State of Georgia. Parties hereby submit themselves to the jurisdiction of the courts of that State for the purpose of any dispute stemming from this Licensing Agreement, and agree that venue is only proper in the Northern District of Georgia, or any competent Georgia State court if jurisdiction is lacking in the federal court.

20. **Entire Agreement**

This Licensing Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

21. **Severability**

The invalidity or unenforceability of any provision of this Licensing Agreement shall not affect the validity or enforceability of any other provision of this Licensing Agreement, which shall remain in full force and effect.

22. **Amendment**

No modification or claimed waiver of any provision of this Licensing Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and the Licensed Entity. Notwithstanding the preceding, Licensor reserves the right to amend the terms of the Licensing Agreement for the next renewal term by providing notice of the changes prior to receipt of the renewal fee.

23. **Waiver of Contractual Right**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Licensing Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Licensing Agreement.

24. **Notices**

- A. **Form.** All notices, requests, claims, demands and other communications between the parties concerning the subject matter of this Licensing Agreement shall be in writing.
- B. **Method of Notice.** All notices shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service (e.g. FedEx, UPS), (iii) by facsimile, or (iv) by electronic mail to the address of the party specified in this Licensing Agreement or such other address as either party may specify in writing, provided that if notice is given by facsimile or electronic mail, a copy shall also be sent by first class registered or certified mail, postage prepaid.
- C. **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

25. **Headings**

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Licensing Agreement.

26. **Execution by Counterpart**

This Licensing Agreement may be executed in counterparts, and by facsimile, all of which shall be deemed to be an original and considered one and the same agreement and shall become effective when one of more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated.

LICENSOR:

LICENSED ENTITY:

BY: _____
(Signature)

Official Name:

Patricia Tucker

By: _____
(Authorized Signature)

Authorized Representative of
Whirlwind Bridge LLC
PO Box 80280
Atlanta, GA 30366

(Print Authorized Person's Name)

, its _____
(Authorized Person's Position)

patty@whirlwindbridge.com

Date: _____

Date: _____

Address:

Telephone No.: _____

E-mail: _____

Learn Bridge in A Day?® Teacher Toolkit

Exhibit A: Authorized Instructor Agreement

This Authorized Instructor Agreement (this "Agreement") is made effective as of _____ (the "Effective Date") between _____, a chartered unit or district of the American Contract Bridge League, incorporated or formed under the laws of the State/Province of _____ with a mailing address of _____ (hereinafter the "Licensed Entity"), Whirlwind Bridge LLC a limited liability company formed under the laws of the State of Georgia (hereinafter "Whirlwind") with a mailing address of P.O. Box 80280, Atlanta, GA 30366, and _____, an individual citizen of the State/Province of _____ (hereinafter the "Authorized Instructor") with a mailing address of _____.

Whereas, the Authorized Instructor wishes to teach Whirlwind's *Learn Bridge in A Day?®* program in connection with live on-site programs sponsored by the Licensed Entity; and

Whereas, said Licensed Entity is currently operating under a Site Licensing Agreement granting it the authority to designate up to five (5) Authorized Instructors to teach Whirlwind's *Learn Bridge in A Day?®* program in connection with live on-site programs sponsored by the Licensed Entity;

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Content of Licensed Materials**

The materials that are the subject of this Agreement called *Learn Bridge in A Day?®* Teacher Toolkit shall consist of electronic information and published materials made available by Whirlwind. (Hereinafter referred to as the "Licensed Materials"). The Authorized Instructor acknowledges that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Whirlwind and/or its suppliers. The Authorized Instructor shall not claim any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement, and shall not challenge Whirlwind's ownership of such.

2. **No Grant of License; Authorized Instructors**

Absent a separate individual licensing agreement, the Authorized Instructor has no right to use the Licensed Materials apart from live on-site seminars sponsored by a Licensed Entity.

3. **Grant of License; Licensed Entity**

The Authorized Instructor understands that its right to use any Licensed Materials is dependent on the authority of the Licensed Entity, pursuant to an ongoing licensing agreement. **All copies of the Licensed Materials must remain under the supervision and control of the Licensed Entity.** The Licensed Entity may permit the Authorized Instructor to use the Licensed Materials for the purposes of teaching a "live on-site" seminar in front of living people physically present at the location where the Licensed Entity is sponsoring such seminar.

4. **Joint and Several Liability**

The Authorized Instructor shall be jointly and severally liable for any claims by Whirlwind caused by, or related to, acts or omissions of the Licensed Entity. Whirlwind shall not be jointly and severally liable with Licensed Entity for any claims.

5. **Term**

This Agreement shall be terminable at will by either the Licensed Entity or Whirlwind, subject to Section 11. However, at no time shall the Authorized Instructor be permitted to teach *Learn Bridge in A Day?*® after the Licensed Entity's Agreement with Whirlwind has terminated. **The Authorized Instructor acknowledges that it is his/her responsibility to inquire into the term of the Licensed Entity's Site License Agreement with Whirlwind.**

6. **Authorized Use of Licensed Materials**

During the term of this Agreement the Authorized Instructor may:

- A. Access, view, and otherwise make personal use of any Licensed Materials provided in digital media for the purposes of teaching live on-site seminars, sponsored by the Licensed Entity, in connection with the *Learn Bridge in a Day?*® program;
- B. Copy and distribute only those portions of the Licensed Materials designated as "Student Manual" or "Handouts" for the limited purpose of teaching live on-site seminars, sponsored by the Licensed Entity, in connection with the *Learn Bridge in a Day?*® program.

7. **Restrictions on Use of Licensed Materials**

- A. Unauthorized Use. The Authorized Instructor shall not allow anyone to use the Licensed Materials, and shall not print, copy, or distribute any Licensed Materials other than those explicitly permitted under Section 6 of this Agreement.
- B. Modification of Licensed Materials. The Authorized Instructor shall not modify or create derivative works from the Licensed Materials without the prior written permission of Whirlwind.
- C. Removal of Copyright and/or Trademark Notices. The Authorized Instructor shall not remove, obscure, obliterate or modify any copyright and/or trademark notices included in or on the Licensed Materials.
- D. Use Limited to Teaching Live On-Site Seminars. Other than as specifically permitted in this Agreement, the Authorized Instructor may not use the Licensed Materials for any purposes, including but not limited to the sale of the Licensed Materials or reproduction or distribution of the Licensed Materials in any form.

8. **Privacy**

Whirlwind only collects voluntarily produced personal information and may use such information to provide services under this Agreement or to contact the Licensed Entity or the Authorized Instructor regarding other promotions or events. Whirlwind may use any information for internal business purposes, including publishing data in aggregate form. **Whirlwind shall not sell or rent any personal information to any third party apart from the assignment of this Agreement.** Notwithstanding the foregoing, Whirlwind shall disclose any information required by law, or where disclosure is reasonably necessary under the circumstances.

9. **Authorized Instructor Performance Obligations**

- A. Notice of Copyright. Authorized Instructor shall notify all recipients of the "Student Manual" or "Handouts" that the material is subject to copyright protection and may not be reproduced without Whirlwind's written consent.
- B. Integrity of the Seminar. The Authorized Instructor will present the seminar in its entirety and in the order presented in the Licensed Materials. The Authorized Instructor acknowledges that enrollment in a *Learn Bridge in a Day?*® seminar entitles students to a complete and consistent educational experience, and that failure to present the seminar in its entirety and in the order

presented in the Licensed Materials may damage the goodwill associated with Whirlwind's program, and would cause irreparable harm to Whirlwind.

10. **Material Breach**

Parties agree that Authorized Instructor's use of the Licensed Materials exceeding the scope of this Agreement shall constitute a material breach of this Agreement. If, in the opinion of either Whirlwind or Licensed Entity, Authorized Instructor is in material breach of this Agreement, that party may immediately terminate this Agreement, subject to Section 11, upon notice to all parties.

11. **Termination and Survival**

A. **Cease Use.** Upon termination of this Agreement, the Authorized Instructor shall immediately cease all use of the Licensed Materials and return any portion of the Licensed Materials still in its control to the Licensed Entity.

B. **Survivability.** Parties acknowledge that this Section along with Sections 1, 4, 12, 13, 15, 16, 17, 19, 20, 21, and 22 shall survive termination of this Agreement.

12. **Limitations on Warranties**

Notwithstanding any other provision of this Agreement:

A. No party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

B. Whirlwind makes no representation or warranties, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

C. The Licensed Materials are provided on an "as is" basis, and Whirlwind disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Whirlwind makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Whirlwind further expressly disclaims any warranty or representation to Authorized Instructors, or to any third party.

13. **Indemnities**

Whirlwind shall not indemnify the Authorized Instructor or the Licensed Entity for any claims brought about by third parties.

14. **Assignment and Transfer**

The rights and obligations provided under this Agreement are personal to the Authorized Instructor and may not be assigned or transferred, whether directly or indirectly.

15. **Governing Law and Jurisdiction**

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Georgia without regard to its conflict of laws principles. This Agreement is executed within the State of Georgia. Parties hereby submit themselves to the jurisdiction of the courts of that State for the purpose of any dispute stemming from this Agreement, and agree that venue is only proper in the Northern District of Georgia, or any competent Georgia State court if jurisdiction is lacking in the federal court.

16. **Entire Agreement**

If the Authorized Instructor is not party to an individual licensing agreement with Whirlwind, this Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. If the Authorized Instructor is party to an individual licensing agreement with Whirlwind, insofar as this Agreement and the individual licensing agreement conflict, the latter shall control.

17. **Severability**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18. **Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by all parties.

19. **Waiver of Contractual Right**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

20. **Notices**

A. **Form.** All notices, requests, claims, demands and other communications between the parties concerning the subject matter of this Licensing Agreement shall be in writing.

B. **Method of Notice.** All notices shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service (e.g. FedEx, UPS), (iii) by facsimile, or (iv) by electronic mail to the address of the party specified in this Licensing Agreement or such other address as either party may specify in writing, provided that if notice is given by facsimile or electronic mail, a copy shall also be sent by first class registered or certified mail, postage prepaid.

C. **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

21. **Headings**

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. **Execution by Counterpart**

This Agreement may be executed in counterparts, and by facsimile, all of which shall be deemed to be an original and considered one and the same agreement and shall become effective when one of more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated.

AUTHORIZED INSTRUCTOR:

Name: _____
(Authorized Signature)

(Print Name)

Date: _____

Address:

Telephone No.: _____

E-mail:

LICENSED Entity:

Official Name: _____

By: _____
(Authorized Signature)

(Print Authorized Person's Name)

, its _____
(Authorized Person's Position)

Date: _____

Address:

Telephone No.: _____

E-mail: _____

WHIRLWIND:

BY: _____
(Signature)

Patricia Tucker _____

Authorized Representative of
Whirlwind Bridge LLC
PO Box 80280
Atlanta, GA 30366

patty@whirlwindbridge.com

Date: _____