



Referral Agreement

By and between the undersigned, the following points have been agreed to Referrals: For the purpose of this written agreement, Liaison / Consultant will be referred to as Consultant, and Customer shall also include to mean potential sponsors, clients, capital or vested participations, new consultants, consulting companies.

- a. Subject to the terms and conditions of this Agreement, Consultant may refer potential customers ("Potential Customers") to Creative Endeavors Consulting. Consultant shall give Creative Endeavors Consulting written notice of Potential Customers in accordance with Section 5.b below.
- b. All referrals given and requests made must be sent in writing and must be delivered to and acknowledged by Creative Endeavors Consulting in email form. Creative Endeavors Consulting, in its sole discretion, shall have the option to enter into, or decline to enter into, an agreement with any Potential Customer. In the event Creative Endeavors Consulting declines, for any reason, to enter into an agreement with any Potential Customer, Creative Endeavors Consulting shall have no obligation to Consultant under this Agreement or otherwise with respect to such Potential Customer. If (a) such Potential Customer has: (i) not previously entered into an agreement with Creative Endeavors Consulting; (ii) not previously been referred or introduced to Creative Endeavors Consulting by any other person; and (iii) not previously been documented as a Customer (as defined below); and (b) Creative Endeavors Consulting enters into an agreement with any such Potential Customer, upon such terms and conditions acceptable solely to Creative Endeavors Consulting and such Potential Customer, within sixty (60) days of such Potential Customer being referred to Creative Endeavors Consulting by Consultant, such Potential Customer shall be considered a "Customer" for purposes of this Agreement and Creative Endeavors Consulting shall pay a fee to Consultant as set forth below in Section 5.d.
- c. In the event a referral of a Potential Customer is disputed among one or more Consultants, finders or other persons, Creative Endeavors Consulting alone shall determine which party, based solely upon who first provided it with written notice of such Potential Customer, is entitled to a fee, if any, with respect to such Potential Customer.
- d. **Compensation:**
 - i. Consultant shall be entitled to a commission of 10% (the "Referral Fee") for each month Creative Endeavors Consulting collects full payment for services rendered to Referred Customers pursuant to the initial contract entered into by Creative Endeavors Consulting and Customers for no more

than twelve months ("Collected Amounts"). The maximum commission for a single Referred Customer shall be \$_____.

- ii. Creative Endeavors Consulting shall pay the Referral Fee to Consultant in arrears, and only on the following dates (each such date shall be a "Payment Date"), in a given calendar year: January 1, April 1, July 1, and October 1. Commencing on the first Payment Date following the commencement of an agreement, Creative Endeavors Consulting shall pay Consultant the Referral Fee earned during the previous quarter year. Neither the Referral Fee nor any other amount shall be owed to Consultant with respect to any order (i) that Creative Endeavors Consulting rejects for any reason, (ii) that may be cancelled by a customer, whether or not due to a default by Creative Endeavors Consulting or (iii) for which full payment is not actually received by Creative Endeavors Consulting. Consultant acknowledges that the Referral Fee is the only compensation Consultant shall receive in connection with Consultant's efforts and that all goodwill and benefit derived from such efforts shall inure to the sole benefit of Creative Endeavors Consulting.

e. Term and Termination

- i. The initial term of this Agreement shall be one (1) year from the Effective Date and shall be renewed thereafter automatically on a month to month basis, unless sooner terminated as hereinafter provided, subject to and upon the conditions specified herein.
- ii. Either party may terminate this Agreement at any time upon ten (10) days prior written notice to the other party. Upon termination of the Agreement, a list shall be prepared of all pending unfinished business involving any Customers or Potential Customers introduced by Consultant (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Referral Fees after the termination of this Agreement). Consultant shall be entitled to the Referral Fee as long as a Customer continues to pay Creative Endeavors Consulting for services under the initial contract or for a maximum of six months upon termination; provided, however, Consultant shall cease to be entitled to any Referral Fees due to it as of the date of termination if this Agreement is terminated by Creative Endeavors Consulting for cause as hereinafter defined. As used herein, "cause" shall mean any breach of sections f.1, f.2, 8.3 or 8.4 of this Agreement by Consultant. In no event shall the above referenced list include any parties that were not identified to Creative Endeavors Consulting by Consultant as Potential Customers in writing prior to giving the termination notice.

f. Acting as Finder Only; Non-Exclusivity

- i. It is understood that Consultant is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on Creative Endeavors Consulting's behalf, or to negotiate the terms of Potential Customers' agreements with Creative Endeavors Consulting. Consultant hereby agrees to indemnify, defend and hold Creative Endeavors Consulting harmless from and against any claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations or commitments undertaken by Consultant or the breach thereof. Consultant is required to provide a minimum of one referral during each quarter.

- ii. Consultant acknowledges that Creative Endeavors Consulting may enter into referral agreements or other similar arrangements with other parties and that Consultant shall have no rights under such agreements or to any fees for customers referred to Creative Endeavors Consulting by others or identified by Creative Endeavors Consulting itself. During the term of this agreement and for a period of three years following termination, Consultant agrees not hire or cause anyone to hire any employee or contractor of Creative Endeavors Consulting. Consultant also agrees during the term of this agreement and for a period of three years following termination, not to reveal the names or identities of any Creative Endeavors Consulting customer or customer contact.
- g. Relationship
- i. Consultant and Creative Endeavors Consulting expressly intending that no employment, partnership, or joint venture relationship is created by this Agreement, hereby agree as follow: (i) neither Consultant nor anyone employed by or acting for or on behalf of Consultant shall ever be construed as an employee of Creative Endeavors Consulting and Creative Endeavors Consulting shall not be liable for employment taxes respecting Consultant or any employee of Consultant; (ii) Consultant shall not make any commitment or incur any charge or expense in the name of Creative Endeavors Consulting without the prior written approval of Creative Endeavors Consulting; (iii) Consultant expressly acknowledges and agrees that except to the extent expressly provided herein, neither Consultant nor anyone employed by or acting on behalf of Consultant shall receive or be entitled to any consideration, compensation or benefits of any kind from Creative Endeavors Consulting.
- h. Indemnification
- i. Each party shall indemnify, defend and hold the other party (and all officers, directors, employees, Consultants and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation interest, penalties, and attorney's fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: (i) such party's default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform any obligation hereunder; or (ii) negligent acts or omissions or the willful misconduct of such party or its employees, Consultants, contractors or invitees.
- i. Liability
- i. Under no circumstances shall either party be liable for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence or under any other cause of action, that result from the relationship or the conduct of business contemplated herein.
- j. Entire Agreement
- i. This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This Agreement supersedes all prior communications or agreements written or oral, and is

intended as a complete and exclusive statement of the terms of the Agreement between the parties.

2. Confidentiality:

- a. Consultant acknowledges that by reason of its relationship to Creative Endeavors Consulting hereunder, it may have access to certain information and material concerning Creative Endeavors Consulting's business, plans, customers, technology and products that are confidential and of substantial value to Creative Endeavors Consulting, which value would be impaired if such information were disclosed to third parties. Consultant agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Creative Endeavors Consulting. In the event of termination of this Agreement, there shall be no use or disclosure by Consultant of any confidential information of Creative Endeavors Consulting and any materials related to Creative Endeavors Consulting shall be immediately returned to Creative Endeavors Consulting. Consultant acknowledges that the provisions of this Section are reasonable and necessary for the protection of Creative Endeavors Consulting and that Creative Endeavors Consulting will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, Consultant agrees that, in addition to any other relief to which Creative Endeavors Consulting may be entitled in the form of actual or punitive damages, Creative Endeavors Consulting shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining Consultant from any actual or threatened breach of such provision. The terms of this Section shall survive termination of this Agreement.

3. Representations, Warranties, and Covenants:

- a. Consultant represents, warrants and covenants to Creative Endeavors Consulting that at the Effective Date and continuing for the term of this Agreement that neither the execution and delivery of this Agreement nor the sale of Creative Endeavors Consulting services in accordance with the terms of this Agreement violates or will violate the provisions or obligations of any other agreements to which Consultant is a party or by which it is bound.

4. Successors and Assigns:

- a. Except as otherwise expressly provided in this Agreement, the obligations under this Agreement shall bind and benefit the successors and assigns of the parties hereto. Consultant shall not assign this agreement without the prior written consent of Creative Endeavors Consulting.

5. Governing Law:

- a. The laws of the State of California shall govern this Agreement without giving effect to the choice of laws provisions thereof. Consultant agrees to submit to the jurisdiction of the state or federal courts of California.

6. Authority:

- a. If either party is a corporation or limited liability company, each person executing this Agreement on behalf of such party hereby covenants, represents and warrants that such party is duly formed or duly qualified and that each person executing this Agreement on behalf of such party is an officer or member of such party and is duly authorized to execute, acknowledge and deliver the Agreement to the other party.

7. Joint Endeavors with Outside Parties: Consultants shall be entitled to fees, commissions, and profit participations as outlined in each joint endeavor agreement entered into for a specific service performed, less any costs, negotiated prior to each business deal. Each service performed shall be valued in accordance with an overall service program.
- a. Ongoing operation, packaging, and business representation costs are payable as invoiced on a monthly basis and will be no less than \$ _____, which can be contributed as dollars or services or a combination of the two according to the specific business plan.
8. The amount paid by the Consultant to Creative Endeavors Consulting shall be \$ _____ upon execution of this memorandum and will be applied towards marketing materials, database, communications, website development and/or Internet marketing.
9. All parties are excited to commence the business relationship forthwith.

RECIPIENT

CREATIVE ENDEAVORS CONSULTING

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Deal Overview

1. Position of Managing Partner will be reserved for Gianni B. h an increment of 2500 paid to Janis on behalf Creative Endeavors Consulting. The increment of 2500 for the 20% of the income generated in the new venture to develop a joint venture by contract to develop and conclude the Creative Endeavors Consulting Partner Companies joint venture.
2. Upon _____ on _____ behalf paid to Creative Endeavors Consulting, the option of the position for advisor / owner will begin to be fully explored. As an advisor owner position in the future holding entity to be formed as additional advisor owners are signed by contract to form an entity as a holding of properties, GB will be a managing partner as the brand Creative Endeavors and agrees, the following responsibilities will include:
 - a. Help to develop resources.
 - b. Develop our resources.
 - c. Acting as a partnership through the course of doing business on a fairly regular basis until further responsibilities can be completely outlined.
3. Upon the positions within the model can be fully participated in all direct income to Creative Endeavors Consulting Partners venture will be paid to an account set up for this purpose for expenses and fees. For the purpose of this intent, minimally 15% of the income through Creative Endeavors Consulting Partners venture will be given to ___gb___ for fulfillment of responsibilities as acting _____mp_____ in the Creative Endeavors Consulting Partners venture with Creative Endeavors Consulting. Until such time an entity as a holding company is filed or a joint ventured entity is filed as CECP
4. Creative Endeavors will assist _____ with best efforts to increase the ability to increase the position of ___advisor owner___ and the future option of _____officer_____ within Creative Endeavors Consulting Company. The general percentages that Creative Endeavors Consulting will offer, with a minor variance upon determination of complete responsibilities will be the following:
 - a. For any resources that generate value to the company in hard dollars will receive a finder's fee of minimally 10% If solely conducted by _____ will receive the full amount, if assisted by others _____ will share the percentage.
 - b. For contract implementation / fulfillment he will receive up to _a___% performance based with minimally _25___% going to the company for overhead.
 - c. _____ will receive overrides from any team or project that includes licensing fees on behalf of Creative Endeavors Consulting, and when Creative Endeavors Consulting Partners venture is fully established, _____ - _GB___ will retain the percentage of unless transferred to the holthe percentage of

unless transferred to the holding entity of Creative Endeavors Consulting Company venture GB _____ which will also be primarily Advising / Consulting / and / or management.

5. As with all participating companies or individuals in our ventures _____ will be consistently offered individual vested participations to increase the project position and property ownership (long term and short term income).
6. The timeline to conclude final contracts, confidentialitys, and confidential info from the Company to _____ will be to help _____ receive the necessary basis to increase the position from this intent to full contract will be completed _____, 2008. Between now and then, all parties will be conducting business in the most fruitful way.
7. Upon signing this intent, _____ agrees Creative Endeavors Consulting can begin promoting _____ in media materials.
8. _____ will be receiving written confirmation and information to assist the ability to represent Creative Endeavors Consulting _____ venture, which will be forthcoming. Attached will be some of the previous documents outlining further the option for _____ position within the Creative Endeavors Consulting organization.
9. Creative Endeavors Consulting would like to offer _____ a percentage of all immediate income to offset personal expenses so that for every deal concluded, he will receive a percentage for the efforts and towards the position of _____. The percentage will be _____, but the determining factor will be what will assist the Company venture, and _____ the ability to continue going forward in a profitable manner.
10. It is understood that this intent increment is to offset Creative Endeavors Consulting's time and business costs and can not be returned.

Signed: _____

Signed: _____

Print Name:

Print Name: Janis Des Rosiers

Date: _____

Date: _____



Our Project: Inspire Desire

Income Strategy

The income strategy incorporates the projected contributions and returns to the company, as well as solidifies the value of the research and development for:

- Gross income ownership and gross profit (costs/expenses for licenses and product sales)
 - \$50,000 yields \$250,000
 - \$250,000 and \$250,000 for marketing/production yields \$2.5. mm

- Increased value and licensed income
 - \$50,000 Inspire Desire (royalty basis) in exchange for an ownership in the Inspire Desire trademark on a capital investment basis.
 - A portion of \$250,000 option on a hard/soft basis with income planned forthwith. The income will come from subsequent co-ventures with our team and production companies.

Roll All Interests into the Company

Projected budget needs:

- \$50,000: Inspire Desire sales of products and licenses
- \$125,000: launch all of the Creative Endeavors current interests
- \$125,000: to increase the organizational structure
- Contingent: ___ mm line of credit
 - Expansion of sales, production and technology
 - Promotions



DEAL POINT MEMO

SUBJECT: ROYALTY AGREEMENT

This Agreement, made on the _____ day of _____ 2007, by and between _____ and Creative Endeavors Consulting, which shall be referred to as "CEC."

1. Initial Payment by
2. The Initial Royalty.
3. Calculation and Payment of the Royalty.
 - (a) Description of the Product Line, licenses, extensions
 - (b) Definition of "Sales"
 - (c) The Royalty Percentage
 - (d) Payment of Royalty
 - (e) Resolution of Disputes Related to Amount of Royalty

4. Availability of Books and Records; Access to Personnel.
5. Representatives and Warranties of the Parties.
6. Non-Competition
7. Confidentiality
8. Agreements of CEC
9. Sale of Royalty Interests
10. Rights of First Refusal
11. Term of Agreement
12. Termination by



LICENSING AGREEMENT

Agreement in effect _____ between _____, a corporation organized under the laws of the state of _____ with its principal office located at _____ herein referred to as "CORPORATION" and CREATIVE ENDEAVORS CONSULTING, herein referred to as "CEC."

RECITALS

NOW, THEREFORE, it is agreed:

1. License

Whereas CEC has adopted, has registered or is in process of registering with the United State Patent and Trademark Office and/or the trademark offices of various foreign countries, the trademark Inspire Desire ("Trademark") in connection with (products) jewelry, gift ware, apparel, accessories and/or (services) licensing, and whereas CORPORATION desires to use the Trademark in connection with CORPORATION's (services) production, CEC and CORPORATION are entering into a Licenser-Licensee agreement for the use of said Trademark. Now therefore, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Scope

Subject to the terms and conditions set forth in this Agreement, Licenser (CEC) grants to Licensee (CORPORATION) a non-exclusive, non-transferable, license to use the Trademark in connection with the Trademark throughout the world ("Territory"). Licensee shall make no other use of the Trademark.

B. Non-Assignment

Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this

Proprietary and confidential information of Creative Endeavors Consulting, not to be shared with anyone without prior written permission from management. Violators may be held liable for direct, indirect, or punitive damages or losses, or damages or loss of income, loss of business profits, business interruption, loss of data or business information. Information subject to change.

Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademark.

C. Licensor's Control

In order to protect and preserve Licensor's rights in the Trademark, Licensee understands, acknowledges, and agrees that (i) prior to the first date of Licensee's use of the Trademark, Licensee shall obtain Licensor's approval of all aspects of such use; and (ii) once Licensee's use of the Trademark is initially approved by Licensor, any subsequent alteration, modification, or change in such use must be reviewed and approved by Licensor prior to implementation of such alteration, modification, or change. Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademark, and Licensee shall only use or display the Trademark in a format approved by Licensor. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Trademark or any registrations derived from such rights.

D. Goodwill

All use of the Trademark by the Licensee shall be for the benefit of the Licensor and the goodwill accrued to the Licensee arising from its use of any of the Trademark shall accrue to and be held in trust by the Licensee for the Licensor, which the Licensee agrees to assign without compensation to the Licensor at its request at any time whether during or after the term of this Agreement.

E. Proper Notice and Acknowledgment

Every use of the Trademark by Licensee shall incorporate in an appropriate manner a "TM" if in process of registration or an "R" enclosed by a circle if registered.

F. Fees and Registrations

In consideration of the rights hereby granted the Licensee, they shall pay all renewal and other fees necessary to maintain the registrations of the domain names which are included in the Trademark and applications, and shall prosecute the applications with due diligence during the term of this Agreement. At the request of the Licensor, Licensee shall apply to register any necessary and additional Trademark classes which are applicable to the Products at its own expense, and shall prosecute the applications with due diligence during the term of this Agreement.

G. Licensor's Rights and Remedies

Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Licensor, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of

this Agreement, misuse of the Trademark, or any other use of the Trademark by Licensee which is not expressly permitted by this Agreement.

H. Assignment

Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations. In the event of an assignment this Agreement shall be binding upon such successor or assignee and the name of a party appearing herein shall be deemed to include the names of any such successor or assignee.

I. Warranties

Save as set out in this Agreement no warranties are given by the Licensor to the Licensee in respect of the Trademark whether implied or otherwise by statute or common law. The Licensor shall not be liable to the Licensee for any indirect, special or consequential loss or indirect, special or consequential damage which arise out of this Agreement or the Licensor's breach of this Agreement.

2. Products

CEC's Product and/or Service may hereinafter be referred to collectively as the "Products" specified in Section 1 above. Without prejudice to the generality, the Licensee may use the Trademark to produce the Products in connection with its business. CEC and CORPORATION agree to market the Products as provided in this Agreement.

3. General Duties

In connection with the marketing of the Products, the parties agree to the following mutual duties:

- A. To share information with respect to product distribution channels, methods of distribution, competitive information and any other information which can be disclosed without violating any law or breaching any obligation of confidentiality.
- B. To provide, at the earliest practical date, information about product development, new Products or modification to existing Products pursuant to this Agreement.
- C. To provide a reasonable number of samples, demonstration units or other models of products to the other party.

- D. To share information with respect to trade shows, seminars and meetings that may be beneficial to the other party.
- E. To advise the other party about ideas or recommendations for new products or enhancements to existing Products.

4. Confidentiality

During this Agreement, each party may disclose to the other information that is confidential and proprietary to the disclosing party ("Confidential Information"). Confidential Information may include, but is not limited to, business plans, marketing plans, financial statements, competitive analysis, market research, Product development plans, computer programs, designs, and models, communicated orally, in writing, or by electronic media. Confidential Information disclosed orally or electronically shall be identified as such within five (5) days of disclosure. Confidential Information disclosed in writing shall be marked "Confidential." Each party agrees that it will maintain the Confidential Information of the other party in confidence and shall use such information only for the purposes of this Agreement. Confidential Information may be disclosed by a receiving party within its organization only to specific employees who have a need to know such information for the purposes of this Agreement and who have agreed in writing not to disclose it. Upon expiration or termination of this Agreement, or sooner if demanded by a party, a receiving party shall return to a disclosing party any of the disclosing party's Confidential Information including all copies thereof. The obligations of each party in this section shall continue for a period _____ following the expiration or termination of the Agreement. The obligations of this section shall not apply to any Confidential Information that:

- A. Is or becomes public through no act of a receiving party,
- B. Is rightfully received from a third party without obligations of confidentiality, or
- C. Is independently developed by a receiving party without reference to the other party's Confidential Information.

5. Conflicts

During this Agreement and for a period of _____ thereafter, each party agrees that it will not engage in any marketing, promotion, advertising or sales effort, individually or jointly, with respect to any product that is competitive with the other party's Product or with respect to any entity that markets, promotes or sells a product in competition with the other party. Nothing herein shall prevent either party from engaging in any activity that promotes any other product or entity that does not compete with the other party or its products.

6. Term and Termination

A. The "Initial Term" of this Agreement shall start on _____ and shall end on _____. At least sixty (60) days prior to the end of the Initial Term or any renewal terms as provided herein, the parties shall each notify the other as to whether it desires to renew this Agreement. If either party notifies the other that it does not desire to continue this Agreement, then the Agreement shall end upon the expiration of the Initial Term or renewal term. If, however, both parties desire to renew the Agreement, then the parties shall meet to confer and determine the following:

- (i) their specific duties for the renewal term in lieu of the specific duties set forth in Section 4 herein as applicable to the preceding Initial Term or renewal term;
- (ii) the period for the renewal term; and
- (iii) any other proposed amendments. If the parties fail to agree on all of the foregoing items before end of the Initial Term or renewal term, then this Agreement shall expire as of the end of the Initial Term or renewal term. If the parties agree to all of the foregoing items, then the Agreement will continue with such specific duties and other amendments for the renewal term agreed upon.

This Agreement may be terminated at any time upon the occurrence of any of the following events:

- (iv) if either of the parties shall default on any material obligation and such default is not cured within fifteen (15) days following notice from the other party.
- (v) if a party files a petition of bankruptcy, is insolvent, makes an assignment for benefit of creditors or if a trustee or receiver is appointed for a party, and such remaining of the foregoing remains undismissed for a period of sixty (60) days.
- (vi) either party ceases to do business.

B. Upon the termination of this Agreement for whatever reason.

- i. the Licensee shall cease to make any use of the Trademark save if the Licensee has a stock of Products existing at the date of termination of this Agreement, the Licensee may, with the consent of the Licensor, sell such stock;

- ii. the Licensee shall deliver to the Licensor or, at its request, delete or destroy all documentation bearing the Trademark in its possession or under its control;
- iii. the Licensee may no longer use or grant sublicenses to use the Trademark but each end user whom the Licensee has previously sublicensed to use any of the Trademark may continue to use those Trademark so long as the end user is not in breach of any of the provisions of any end user agreement; and
- iv. all rights to the Trademark and the goodwill in relation thereto shall revert to the Licensor, and the Licensee hereby undertakes to execute any further assignments or documents reasonably required to perfect any such reversions or assignment.

C. The parties expressly agree that no damages, indemnity or termination benefits whatsoever (including, without limitation any compensation for goodwill established by the Licensee during the term of this Agreement or for any lost profits or expenses of the Licensee) shall be due or payable to the Licensee by reason of any termination of this Agreement and the Licensee expressly waives the application of any statute law or common law to the contrary.

7. Amendments

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified, amended, altered, or supplemented except by an agreement in writing that is duly executed by both parties.

8. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

9. Notices and Payments

A. Any written notices or payments (except for the payment to be made at the execution of this Agreement) shall be sent by first class United States mail, postage pre-paid, or by Federal Express, addressed to the recipient(s) as stated below.

(1) If made to _____ and/or _____ :

(address) _____

(address) _____

(2) If made to CEC:

(For Payments and Notices)

Creative Endeavors Consulting

(address) _____

(address) _____

-and-

(For Notices Only):

(address) _____

(address) _____

- B. Written notices or payments shall be deemed made on the date of mailing, or on the date delivered to a Federal Express office for shipment. Any party receiving a written notice or payment may rely upon the postmark date or the indicated date of delivery to Federal Express as being the date of mailing or of delivery to Federal Express.
- C. Any party may change the address at which it is to receive notices or payments by giving written notice of such address change in accordance with the provisions of this section. Such change will then be effective fifteen (15) days after the date of notice.

10. Choice of Law; Forum

- A. This Agreement shall be construed and governed in accordance with the laws of the State of California. The parties hereby submit to the exclusive jurisdiction of the federal, state and/or county courts in Los Angeles County, California.
- B. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any dispute that cannot be resolved amicably shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in _____, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment.

- C. In the event that no breach of Agreement is found, each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.
- D. In the event of that a breach of Agreement is found, any reasonable legal fees and costs incurred by the party not in breach and arising out of such breach shall be payable by the party in default of this Agreement.

11. Force Majeure

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it or its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other cause beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of such causes such party shall give written notice to the other such inability stating the cause in question and the date on which such cause commenced. The operation of this Agreement shall be suspended during the period (and only during the period) in which the cause continues to have effect. Forthwith upon the cause ceasing to have effect the party relying upon it shall give written notice to the other. If the cause continues to have effect for a period of more than days the party not claiming relief under this clause shall have the right to terminate this Agreement upon giving thirty (30) days written notice of such termination to the other party, but such notice shall not take effect if the other party gives notice within that period that the cause has ceased to prevent the operation of this Agreement and forthwith upon such cessation recommences the full and punctual performance of its obligations hereunder.

12. Execution of Agreement

WHEREFORE, this Agreement is executed by the parties as follows:

RECIPIENT

CREATIVE ENDEAVORS CONSULTING

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WITNESS

Signed: _____

Print Name: _____

Date: _____