

THIS LICENSE AGREEMENT is entered into on _____, by and between Blast Digital Studio, a California LLC ("Licensor"), and the undersigned ("Licensee") on the following terms and conditions:

(1) DESCRIPTION OF PREMISES/ NOTICE OF LEASE Licensor is the Lessee of certain real property situated in the City and County of San Francisco, State of California, commonly known as 679 Toland Place (the "Premises") pursuant to an Industrial Lease Agreement ("Master Lease") dated July 1, 2010, between Crest Royal Corporation, as Lessor ("Owner"), and Licensor, as Lessee. Licensee hereby acknowledges that this License Agreement is subject and subordinate to said Master Lease. Licensee agrees to be bound by the terms and conditions of said Master Lease insofar as those terms and conditions apply to Licensee. Licensee shall not cause any breach, default, or termination of said Master Lease. Termination of said Master Lease shall terminate this License. Upon reasonable notice, Licensor shall permit Licensee to inspect a copy of said Master Lease; provided, however, that all provisions stating the amount of Licensor's base rent and the amount of its security deposit shall be redacted and, except to the extent required by law, Licensor shall not disclose said amounts to Licensee.

(2) GRANT OF LICENSE Licensor hereby grants to Licensee a license ("the License") to use the Premises, as a photography studio, including all customary activities relating thereto, provided, however, that the combination of activities conducted in the Premises complies with Section 3 below (collectively, "Use"). Licensee shall not use the Premises for any other purpose or business without obtaining Licensor's prior written consent, which Licensor, in its sole discretion, may withhold. Without limiting the generality of the foregoing restriction on use of the Premises, Licensor acknowledges and agrees that at no time may Licensee use the Premises, or any portion thereof, for living in or sleeping or for the sale of food or beverage. Additionally, no use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Licensee's Use must be of a reasonable quality that is consistent with Licensor's general business plan, as described at Section 3 below. Licensee shall promptly discontinue any activity, including without limitation, any use that Licensor, in its sole discretion, deems unsuitable.

(3) LICENSE NON-ASSIGNABLE/NO REAL PROPERTY INTEREST This License is personal to Licensee and shall not be assigned. Any attempt to assign this License shall automatically terminate it. No legal title, leasehold interest, or any other real property interest in the Premises is created or vested in Licensee by the grant of this License. In the event that a receiver shall be appointed to take over the business of the Licensee, or in the event that the Licensee shall make a general assignment for the benefit of creditors, or Licensee shall take or suffer any action under any insolvency or bankruptcy act, the same shall constitute a breach of this License by Licensee.

(4) ORDINANCES AND STATUTES Licensee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Licensee.

(5) LICENSE FEE This signed Agreement and a 50% deposit are required to confirm a reservation of the Premises. The balance is due and payable prior to or at the time of Licensee's departure from the Premises. Any additional balance for any hourly use shall be paid immediately upon Licensee's ending use of the Premises. The unpaid amount of any fees or charges due to Licensor from Licensee will incur a late payment charge of 1.5% per month. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their attorneys' fees and all litigation expenses. Licensee shall pay Licensor for the License based on the daily rate(s) listed on this agreement. Daily rates are based on a 10-hour workday, and a 5-day workweek (Monday through Friday). Any use of the Premises beyond 10 hours results in overtime fees as outlined on Page 1 of this agreement. Saturday and Sunday rentals incur an additional staffing fee of \$300 per day, for the first 10 hours, as well as overtime fees for use of the Premises beyond 10 hours. Licensor's studio manager has complete authority to decide all matters that affect Licensee's use of the Premises regardless of whether or not Licensee incurs such charges.

If Licensee cancels or postpones any License reservation, in whole or in part, and Licensor is unable to license the Premises to another Licensee, then Licensee shall pay Licensor 100% of the estimated fees. Licensor may apply Licensee's deposit toward any such cancellation or postponement fees. Licensee shall in any event pay all expenses and charges incurred in connection with any postponed or canceled License reservation.

(6) WASTE/ALTERATIONS Licensee shall not commit, or suffer to be committed, any waste, any nuisance, or any other act or thing that may disturb the business operations of any other occupants of the building in which the Premises are located. Licensee shall not make, or cause to be made, any alterations of the Premises without Licensor's prior written consent, which Licensor, in its sole discretion, may withhold. Special advance permission and reservation must be obtained for any painting or other modification of any kind to the Premises. Licensee shall pay all costs for returning the Premises to its original condition, to Licensor's complete satisfaction, as determined by Licensor's sole discretion.

(7) MAINTENANCE, REPAIRS Licensee acknowledges that the Premises is in good order and repair, unless otherwise indicated herein. Licensee shall, at his own expense and at all times, maintain the Premises in good and safe condition, including any system or equipment in the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Upon departure the Premises shall be left in a "broom clean" condition and in the same condition and repair as when the Licensee began use. Upon request Licensee shall immediately pay Licensor for all repairs, reconditioning charges, and any damage of any kind to the Premises, the Real Property or to equipment, and Licensee will forfeit any deposit against payment of such charges.

(8) ENTRY AND INSPECTION Licensee shall permit the agents of Owner, Licensor, or Licensor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, providing, however, that Fire Inspection may be made of the Premises by the Fire Department, Licensor or Licensor's agents at any time without the consent of Licensee, in order to determine that the Premises meets Fire Regulations and the Photographer Agreements.

(9) LICENSOR'S LIABILITY/INDEMNITY The Premises is licensed in AS IS condition. Licensee, as a material part of the consideration to be rendered to Licensor under this License Agreement, waives all claims against Licensor and Owner for any loss or damage to any property belonging to Licensee, whether by reason of theft, burglary, breakage, stains, exposure to elements, unexplained disappearance, fire, or any other casualty or cause. Licensee agrees to indemnify and hold Licensor and Owner harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any loss of, or damage to, any property belonging to Licensee. Licensee agrees to indemnify and hold Licensor and Owner harmless from and on account of any damage or injury to any person or personal property of any person, arising from (a) Licensee's use of the Premises, or (b) Licensee's failure to keep the Premises clean and in good condition. Neither Licensor nor Owner shall be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Premises or any occupant of adjoining or contiguous property. Licensee agrees to pay for all damages to the Premises, as well as all damage to occupants of the Premises and to the property of those occupants, caused by Licensee's misuse or neglect of the Premises. Owner is intended to be a third party beneficiary of the provisions of this Section 12.

(10) INSURANCE

- a. Liability Insurance** Licensee shall, at Licensee's expense, obtain and keep in force a policy of commercial general liability insurance, including the broad form endorsement, insuring Licensor and Licensee against any liability arising out of the use, occupancy, maintenance, repair or improvement of the Premises and all areas appurtenant thereto. Such insurance shall provide single limit liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury or death and property damage. Such insurance shall include Licensor and Owner as additional insured. The Licensee's insurance coverage will insure Licensee and Licensor against liability for injury to persons, damage to property, and death of any person occurring in or about the Premises. Licensee shall at its expense and for the duration of the License obtain and continue in full force and effect a comprehensive policy of liability insurance, including property damage and personal liability insurance, in an amount of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage. Licensee shall furnish a Certificate of Proof of Insurance ("Certificate") when the reservation is confirmed, which shall name Licensor as an additional insured and loss payee. Licensee may not use the Premises unless a valid Certificate is provided. If Licensee fails to provide such Certificate, Licensor shall have the right to refuse Licensee use of the Premises and Licensee shall immediately pay all damages, fees and charges, including those for postponement and cancellation.
- b. Property Insurance** Licensee acknowledges and agrees that insurance coverage carried by Licensor or Owner will not cover Licensee's property within the Premises and that neither Licensor nor Owner shall have any obligation to procure insurance coverage of any nature (e.g. fire, theft, vandalism, flood, earthquake, etc.) for Licensee's property. Licensee shall, at Licensee's expense, obtain and keep in force a policy of "All Risk" property insurance, including without limitation, coverage for machinery, sprinkler damage, vandalism, malicious mischief, and demolition, and on all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises. Such insurance shall be in an amount equal to the full replacement cost of the aggregate of the foregoing and shall provide coverage comparable to the coverage in the Standard ISO All Risk form, when such form is supplemented with the coverage's required above.
- c. Worker's Compensation Insurance** If Licensee has employees or engages independent contractors who do work for Licensee, Licensee shall, at Licensee's expense, carry Worker's Compensation Insurance as required by the laws of the State of California with the following minimum limits of liability: Coverage A - statutory benefits; Coverage B - \$1,000,000 per accident and disease.
- d. Vehicle Insurance** Licensee shall, at Licensee's expense, obtain and keep in force a policy that meets at least the minimum liability insurance requirements in California for private passenger vehicles (California Insurance Code §11580.1b), currently set at \$15,000 for injury/death to one person, \$30,000 for injury/death to more than one person, and \$5,000 for damage to property, for vehicles that are parked for any period of time within the parking area serving the Premises.

(11) NOTICES All notices, consents and demands that may, or are required or permitted to be, given by either party to the other under this License Agreement shall be in writing. All notices, consents and demands by Licensor to Licensee shall be personally delivered or sent by United States Mail, postage prepaid, addressed to Licensee at the address set forth below the signature block for Licensee, or at such other place as Licensee may from time to time designate in a notice to Licensor pursuant to this Section 16. All notices and demands by Licensee to Licensor shall be personally delivered or sent by United States Mail, postage prepaid, addressed to Licensor at the Premises, or at such other place as Licensor may from time to time designate in a notice to Licensee pursuant to this Section 16. Mailed notices shall be deemed delivered two (2) days after deposit in the United States mail as required by this Section 16. Notwithstanding the foregoing, any legal notices required to be sent by one party to the other shall be delivered in the manner required by law.

(12) WAIVERS No covenant, term, or condition in this License Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any covenant, term, or condition in this License Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by Licensor of any

performance by Licensee after the time the same shall have become due shall not constitute a waiver by Licensor of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by Licensor in writing. The acceptance by Licensor of any sum less than that which is required to be paid by Licensee shall be deemed to have been received only on account of the obligation for which it is paid (or for which it is allocated by Licensor, in its absolute discretion, if Licensee does not designate the obligation as to which the payment should be credited), and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in a letter of transmittal. Licensor's efforts to mitigate damages caused by any default by Licensee shall not constitute a waiver of Licensor's right to recover damages for such default. No custom or practice that may arise between the parties to this License Agreement in the administration of its terms shall be construed as a waiver or diminution of Licensor's right to demand performance by Licensee in strict accordance with the terms of this License Agreement.

Licensee waives all claims against Licensor for damages to all personal property in, on, or about the Real Property, and for injuries to the persons in or about the Real Property, from any cause arising at any time. Licensee shall defend, indemnify and hold harmless Licensor for any damage or injury to any person or personal property of any person, arising from Licensee's use of the Real Property, and/or Licensee's failure to keep the Premises and surrounding areas clean and in good condition. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Real Property or any occupant of adjoining property. Licensee shall pay for any damage to the Real Property, as well as any damage to occupants of the Real Property and to the property of those occupants caused by Licensee's misuse or negligence. In addition, Licensee shall defend, indemnify, and hold Licensor and Licensor's agents, employees, other representatives, guests, and other licensees, harmless from any and all claims, liabilities, damages, and expenses of any kind, including attorneys' fees, arising from or relating to the License and/or Licensee's use of the Real Property including but not limited to all acts and omissions of Licensee in or about the Real Property. All such obligations of Licensee and its insurance carriers and all insurance coverage for any and all acts and omissions that occurred during Licensee's use of the Real Property shall survive the termination of this Agreement. Licensor shall not be liable for the loss of or damage to Licensee's property by theft or otherwise, nor for injury or damage to persons or property resulting from fire, explosion, power failure, gas, water, or any other cause whatsoever. It is Licensee's sole and complete responsibility to obtain appropriate liability insurance, including for damage to Licensee's property, to cover any potential loss and liability of Licensee. Even if the License to use the Premises fails, Licensor's entire liability shall in no event exceed the fees paid to Licensor. Under no circumstances shall Licensor be liable for general, consequential, incidental or special damages arising from this Agreement, the License, Licensee's use of the Real Property, or any acts or omissions of Licensor. Licensor will be excused from performing any of its obligations under this Agreement by reason of occurrences or circumstances beyond its reasonable control.

(13) TERMINATION/OCCUPANCY/ABANDONMENT OF PERSONAL PROPERTY Upon receipt of a notice of termination from Licensor, Licensee, on or before the effective date of termination specified in such notice, shall remove all of its personal property from the Premises and shall immediately repair all damage to the Premises caused by such removal. Any of Licensee's personal property remaining in the Premises after the effective date of termination may be packed, transported, and stored at a public warehouse or elsewhere at Licensee's expense. If, after the effective date of termination and promptly after written demand by Licensor, Licensee fails to remove Licensee's personal property or, if removed by Licensor, fails to pay the removal and storage expenses, all such personal property may be deemed abandoned property by Licensor and may be disposed of. If Licensee abandons or vacates the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Licensee left upon the Premises may also be deemed abandoned.

(14) HEADINGS The caption headings of the Sections of this License Agreement are not a part hereof and shall have no effect upon the construction or interpretation of any part this License Agreement.

(15) SUCCESSORS AND ASSIGNS The covenants, terms, and conditions in this License Agreement, subject to the provisions of Section 4, above, apply to and bind Licensee's heirs, successors, executors, administrators, and legal representatives.

(16) PRIOR AGREEMENTS This License Agreement contains all of the agreements of the parties hereto with respect to the Premises, this License Agreement, and any matter covered or mentioned in this License Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this License Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and may not be modified by an oral agreement regardless of whether such modification is supported by new consideration. This License Agreement shall not be effective or binding on Licensor until fully executed by Licensor.

(17) SEVERABILITY Any provision of this License Agreement that proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this License Agreement and all such other provisions shall remain in full force and effect; provided, however, that if any of Licensee's obligation to pay the license fees set forth at Section 7 above, or any other sum due from Licensee under this License Agreement is determined to be invalid or unenforceable, this License Agreement shall terminate at the option of Licensor.

(18) COVENANTS/CONDITIONS All agreements by Licensee contained in this License Agreement, whether expressed as covenants or conditions, shall be construed to be both covenants and conditions.

(19) CUMULATIVE REMEDIES Except as otherwise expressly provided in this License Agreement, no remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(20) REMEDIES In the event of any material default or breach of this License Agreement by Licensee, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of any right or remedy that Licensor may have by reason of such default or breach, pursue any remedy now or hereafter available to Licensor under the laws of the State of California.

(21) COUNTERPARTS This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(22) NO DISCRIMINATION Licensee and Licensor agree not to discriminate against employees, applicants for employment, employees of the City and County of San Francisco, San Francisco Redevelopment Agency, or members of the public on the basis of the fact or perception of a person's race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, or AIDS/HIV status.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date first written above.

LICENSEE INFORMATION

PRINT NAME: _____	EMAIL: _____
TITLE: _____	OFFICE PHONE: _____
COMPANY: _____	MOBILE PHONE: _____
ADDRESS: _____	
CITY: _____	STATE: _____ ZIP: _____
SIGNATURE: _____	DATE: _____

RENTAL DATES

START DATE: _____	END DATE: _____
CALL TIME: _____	WRAP TIME: _____
INSURANCE PROVIDED: _____	

PAYMENT INFORMATION

PAYMENT METHOD: CHECK VISA MC AMEX	RATE: _____	DEPOSIT: _____
CREDIT CARD #: _____	EXP: _____	CCV: _____
PRINT NAME: _____	EMAIL: _____	
COMPANY: _____		
ADDRESS: _____		
CITY: _____	STATE: _____	ZIP: _____
SIGNATURE: _____	DATE: _____	

LICENSOR APPROVAL

SIGNATURE: _____
DATE: _____