

RECD DEC 09 2005

License Number: ccla1753

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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:

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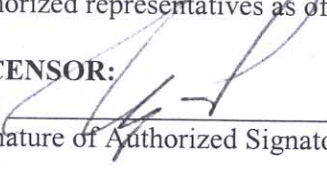
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This Agreement shall be interpreted and construed according to, and governed by, the laws of Florida. The federal or state courts located in Leon County, Florida shall have jurisdiction to hear any dispute under this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**LICENSOR:**

BY:  DATE: 1/12/05  
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