

BULK SALES (CORPORATION, LIMITED LIABILITY COMPANY AND LIMITED PARTNERSHIP) LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this the ____ day of _____, 20____, by and between the State Corporation Commission (hereinafter "SCC"), and _____ (hereinafter "Company").

WITNESSETH:

WHEREAS, in exchange for certain payments to be made, the SCC desires to enter this License Agreement whereby Company is given non-exclusive, non-perpetual right to publish in machine-readable form and otherwise make available to the public, for a fee, copies of official records of the SCC, while at the same time reserving for the SCC all ownership rights in said records; and

WHEREAS, in connection with the operation of an online computer network, Company desires to publish, and otherwise make accessible to the public for a fee, certain official public records;

NOW, THEREFORE, for and in consideration of _____ and the mutual covenants contained herein the parties agree as follows:

1. LICENSE

SCC hereby grants to Company a non-exclusive license to publish in machine- readable form and otherwise make available to the public for a fee, certain of the official public records of the SCC as more fully described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Machine Records). The license granted hereby provides to Company the right to use, reproduce, copy, duplicate, print, modify and make available for a fee through a telecommunications network linking Company's computer facilities to remote terminals or through other access mechanisms, the Machine Records or a portion of the Machine Records all as more fully described below.

2. PAYMENTS

Company agrees to pay the SCC based on Exhibit B. Prepayment is required in order to receive the Machine Records of the SCC. The SCC reserves the right to adjust the fees at its discretion, and Company will be notified at least thirty (30) days prior to adjusted fees taking effect.

3. AVAILABILITY OF MACHINE RECORDS

Machine Records are updated and available on weekly basis.

4. DATA SPECIFICATIONS AND FORMAT

The SCC agrees to provide Company with such information as is reasonably required to adequately understand the SCC's data both as to the technical processing considerations and the use and nature of the reflected records.

Format of the Machine Records is standard. Machine Records will be obtained by the Company via a file transfer protocol (FTP) download. Company will determine the data it wants to make available to the public for a fee and process accordingly at its computer facility. The SCC will not re-format or process the data to accommodate Company, nor provide technical service nor help desk inquiries to Company or its customers.

5. AVAILABILITY SPECIFICATIONS

The SCC agrees to make the Machine Records available for downloading each week. A complete, updated copy of the Machine Records shall replace weekly the file available for download. Prior versions of the download file will not be maintained by the SCC. Should the company be unable to utilize the currently available download file, the Company will take advantage of the next weekly replacement file. In the event of a default in the availability time frame or ability to provide the Machine Records due to hardware, software, or any other problems, Company will not hold the SCC liable for late availability.

6. USE OF MACHINE RECORDS

Company shall be entitled to use the Machine Records for its own operations, including but not limited to, the provision for a fee of on-line access thereto and the provision of printed lists thereof to its customers. Nothing contained herein shall be deemed to prohibit Company from allowing a customer to copy accessed information from a remote terminal, and such copying may be undertaken manually or through the use of a printer attached to a computer terminal. **SCC INFORMATION IS PRODUCED AND SOLD FOR GENERAL INFORMATION PURPOSES ONLY. THE INFORMATION IS NOT TO BE CONSTRUED AS HAVING THE LEGAL EFFECT OF A CERTIFIED COPY OF AN OFFICIAL FILING BY THE SCC.**

7. OWNERSHIP OF MACHINE RECORDS

Company covenants and agrees that the Machine Records are and shall remain the property of the SCC, which shall retain all rights and incidents of ownership thereof, except as otherwise provided herein. This License Agreement provides Company merely a license to publish the Machine Records and otherwise make them available for a fee.

8. INDEMNIFICATION

Company shall defend, indemnify and hold harmless the SCC and any of its employees from and against any and all claims, loss, damage, charge or expense growing out of any error or omission made by Company in the distribution of SCC data. Company expressly agrees to defend against any claims brought or actions filed against the SCC, where such claim or action

involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

The SCC warrants that the information provided to Company is not confidential or otherwise restricted information.

9. RISK OF ERROR

In the event the Company receives a file that is incorrect or unreadable, the SCC agrees to make available another corrected copy of the file within three (3) business days from the initial written notification to the SCC.

10. DEFAULT

The following shall be considered a default under this License Agreement:

- a. Failure to pre-pay amounts indicated on Exhibit B;
- b. Breach or failure to perform, observe or meet any agreement or covenant contained herein if such violation is not corrected within thirty (30) days after receipt of written notice thereof by the non-defaulting party setting forth the particulars of the alleged default.

11. TERM OF AGREEMENT

This License Agreement shall commence on the date first written above and shall continue for an initial term of one (1) year and shall automatically renew annually unless terminated by either party with sixty (60) days prior written notice.

12. ASSIGNMENT

This License Agreement may not be assigned by any party, in whole or in part, without the express written consent of the other party.

13. NOTICES

All notices, elections, demands, requests and other communications hereunder shall be in writing, signed by the party making the same, and addressed as follows:

AS TO COMPANY:

**[Company Name
[Attn:]**

AS TO SCC:

**State Corporation Commission
1300 E. Main St.
Richmond, VA 23219
Attention: Clerk's Office, Technical Services**

or at such other address as may be designated in writing by any party hereto.

14. CANCELLATION

The SCC reserves the right to cancel this License Agreement at its discretion with sixty (60) days prior written notice.

15. APPLICABLE LAW

This License Agreement shall be governed by, be subject to and be construed according to the laws of the Commonwealth of Virginia.

16. COMPLETE AGREEMENT

This License Agreement, along with Exhibits A and B attached hereto and incorporated herein is the exclusive statement of the agreement of the parties with respect to its subject matter as of the date first written above. No provision of the License Agreement may be changed, modified, or supplemented except by a writing signed by all parties unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the SCC and the Company, have duly signed and sealed the License Agreement, to be effective as of the date first written above.

(COMPANY)

BY: _____

ATTEST:_____

SEAL

STATE CORPORATION COMMISSION

BY: _____

ATTEST:_____

SEAL

Exhibit "A"

RECORD LAYOUTS OF VIRGINIA CORPORATE, LIMITED PARTNERSHIP & LIMITED LIABILITY COMPANY INFORMATION

MVS/DCB Information - Recfm=VB,Lrecl=677,Blksize=17550 (NOTE: Lrecl=677 is required by MVS for Variable Blocked files. The LRECL is the longest record length, 673, plus 4 bytes for a total LRECL of 677.)

FILE 1 -- TABLE FILE TOTAL LENGTH = 64

1 TABLE-REC
2 REC-TYPE (A2) Record Type = '01'
2 TABLE-IDENTIFIER (A2) Id for Specific Table
2 TABLE-CODE (A10) Table code
2 TABLE-DESC (A50) Value for Table Code

See Table Identifier "00" for Description of table types.

FILE 2 -- CORPORATE FILE TOTAL LENGTH = 673

1 CORP-REC
2 REC-TYPE (A2) Record Type = '02'
2 CORP-ID (A7) Unique number assigned to Corp
Pos. 1 F = Incorporated outside VA
Pos. 1 Numeric = Incorporated in VA
2 CORP-NAME (A100) Name of Corporation
2 CORP-STATUS (A2) + Corporation Status
Status '00' '01' '02' '14'
are all considered 'ACTIVE'
2 CORP-STATUS-DATE (N8) Date of Last Status Change
2 CORP-PER-DUR (N8) Date on which Corp will expire
2 CORP-INC-DATE (N8) Date of Incorporation
2 CORP-STATE-INC (A2) + State of Incorporation
2 CORP-IND-CODE (A2) + Industry Code
2 CORP-STREET1 (A45) Principle Street
2 CORP-STREET2 (A45) Principle Street
2 CORP-CITY (A23) Principle City
2 CORP-STATE (A2) Principle State
2 CORP-ZIP (N9) Principle Zip
2 CORP-PO-EFF-DATE (N8) Effective date of Principle address
2 CORP-RA-NAME (A100) Registered Agent
2 CORP-RA-STREET1 (A45) RA Street
2 CORP-RA-STREET2 (A45) RA Street
2 CORP-RA-CITY (A23) RA City
2 CORP-RA-STATE (A2) RA State
2 CORP-RA-ZIP (N9) RA Zip
2 CORP-RA-EFF-DATE (N8) Effective date of RA
2 CORP-RA-STATUS (A1) + RA Status
2 CORP-RA-LOC (A3) + RA Court Locality
2 CORP-STOCK-IND (A1) Stock Indicator
Valid Values: N - Non Stock
S - Stock
2 CORP-TOTAL-SHARES (N11) Total Shares of Stock
2 CORP-MERGER-IND (A1) Merger Indicator
Valid Values: '-' - Not in Merger
N - Non-Survivor
S - Survivor
2 CORP-ASMT-IND (A1) + Assessment Indicator
2 CORP-STOCK-INFO
3 CORP-STOCK-CLASS (A8) + Stock Class (Occurs 8 times)
3 CORP-STOCK-SHARE-AUTH (N11) Number of Shares (Occurs 8 times)

+ Denotes Table Code

FILE 3 -- LIMITED PARTNERSHIP FILE TOTAL LENGTH = 507

1 LP-REC
2 REC-TYPE (A2) Record Type = '03'
2 CORP-ID (A7) Unique number assigned to LP
 Pos. 1 L = Formed in VA
 Pos. 1 M = Formed outside VA
2 CORP-NAME (A100) Name of Limited Partnership
2 CORP-STATUS (A2) + LP Status
2 CORP-STATUS-DATE (N8) Date of Last Status Change
2 CORP-PER-DUR (N8) Date on which LP will expire
2 CORP-INC-DATE (N8) Date of Formation
2 CORP-STATE-INC (A2) + State of Formation
2 CORP-IND-CODE (A2) Not used for LP
2 CORP-STREET1 (A45) Principle Street
2 CORP-STREET2 (A45) Principle Street
2 CORP-CITY (A23) Principle City
2 CORP-STATE (A2) Principle State
2 CORP-ZIP (N9) Principle Zip
2 CORP-PO-EFF-DATE (N8) Effective date of Principle address
2 CORP-RA-NAME (A100) Registered Agent
2 CORP-RA-STREET1 (A45) RA Street
2 CORP-RA-STREET2 (A45) RA Street
2 CORP-RA-CITY (A23) RA City
2 CORP-RA-STATE (A2) RA State
2 CORP-RA-ZIP (N9) RA Zip
2 CORP-RA-EFF-DATE (N8) Effective date of RA
2 CORP-RA-STATUS (A1) + RA Status
2 CORP-RA-LOC (A3) + RA Court Locality

**FILE 4 -- CORPORATE/LIMITED PARTNERSHIP/LIMITED LIABILITY COMPANY
FILE TOTAL LENGTH = 181**

AMENDMENT

1 AMEND-REC
2 REC-TYPE (A2) Record Type = '04'
2 HIST-CORP-ID (A7) Corporate/LP/LLC Id
2 HIST-AMEND-IND (A1) Amend Indicator
2 HIST-AMEND-TYPE (A1) Corp/LP/LLC Amend Types (Occurs 8 times)
2 HIST-AMEND-DATE (N8) Effective date of Amendment
2 HIST-STOCK-INFO (N3) (contains count of Occurs for 2 flds below)
 3 HIST-OLD-SHARES-AUTH (N11) Shares Auth (Occurs 8 times)
 3 HIST-OLD-STOCK-CLASS (A8) Stock Class (Occurs 8 times)

FILE 5 -- CORPORATE OFFICER FILE TOTAL LENGTH = 94

1 OFF-REC
2 REC-TYPE (A2) Record Type = '05'
2 DIRC-CORP-ID (A7) Corporate Id
2 DIRC-LAST-NAME (A30) Officer Last Name
2 DIRC-FIRST-NAME (A20) Officer First Name
2 DIRC-MIDDLE-NAME (A20) Officer Middle Name
2 DIRC-TITLE (A15) Officer Title

+ Denotes Table Code

FILE 6 -- CORPORATE/LIMITED PARTNERSHIP/LIMITED LIABILITY COMPANY

NAME FILE

TOTAL LENGTH = 119

1 NAME-REC
2 REC-TYPE (A2) Record Type = '06'
2 NAME-CORP-ID (A7) Corp/LP/LLC Id
2 NAME-STATUS (A2) Name Status
Valid values: 50 - Fictitious Name
70 - Old Name
2 NAME-CORP-NAME (A100) Corp/LP/LLC Name
2 NAME-EFF-DATE (N8) Effective Date of Name

FILE 7 -- MERGER FILE TOTAL LENGTH = 125

1 MERGER-REC
2 REC-TYPE (A2) Record Type = '07'
2 MERG-CORP-ID (A7) Corporate Id
2 MERG-TYPE (A1) Survivor/Non-Survivor Ind
Valid Values: N - Non-Survivor
S - Survivor
2 MERG-EFF-DATE (N8) Effective date of merger
2 MERG-SURV-ID (A7) Survivor Corp Id
Pos. 1 N = Corp not qualified in VA
2 MERG-FOR-CORP-NAME (A100) Name of Foreign Corp not
qualified in VA

FILE 8 -- CORPORATE/LIMITED PARTNERSHIP/LIMITED LIABILITY COMPANY

RESERVED/REGISTERED NAME FILE TOTAL LENGTH = 344

1 RES-NAME-REC
2 REC-TYPE (A2) Record Type = '08'
2 RES-NUMBER (A7) Reserved/Registered Number
2 RES-TYPE (A1) Corporate/LP Indicator
Valid Values: C - Corporate
L - LP
X - LLC
2 RES-STATUS (A2) Reserved/Registered Indicator
Valid Values: 60 - Registered
61 - Reserved
2 RES-NAME (A100) Reserved/Registered Name
2 RES-EXP-DATE (N8) Expiration Date of Res/Reg Name
2 RES-REQUESTOR (A100) Name of Requestor Holding Name
2 RES-STREET1 (A45) Street 1 of Requestor
2 RES-STREET2 (A45) Street 2 of Requestor
2 RES-CITY (A23) City of Requestor
2 RES-STATE (A2) State of Requestor
2 RES-ZIP (N9) Zip of Requestor

+ Denotes Table Code

FILE 9 -- LIMITED LIABILITY COMPANY FILE

TOTAL LENGTH = 507

1 LLC-REC
2 REC-TYPE (A2) Record Type = '09'
2 CORP-ID (A7) Unique number assigned to LLC
Pos. 1 S = Formed in VA
Pos. 1 T = Formed outside VA
2 CORP-NAME (A100) Name of Limited Liability Company
2 CORP-STATUS (A2) + LLC Status
2 CORP-STATUS-DATE (N8) Date of Last Status Change
2 CORP-PER-DUR (N8) Date on which LLC will expire
2 CORP-INC-DATE (N8) Date of Formation
2 CORP-STATE-INC (A2) + State of Formation
2 CORP-IND-CODE (A2) Industry Code
2 CORP-STREET1 (A45) Principle Street
2 CORP-STREET2 (A45) Principle Street
2 CORP-CITY (A23) Principle City
2 CORP-STATE (A2) Principle State
2 CORP-ZIP (N9) Principle Zip
2 CORP-PO-EFF-DATE (N8) Effective date of Principle address
2 CORP-RA-NAME (A100) Registered Agent
2 CORP-RA-STREET1 (A45) RA Street
2 CORP-RA-STREET2 (A45) RA Street
2 CORP-RA-CITY (A23) RA City
2 CORP-RA-STATE (A2) RA State
2 CORP-RA-ZIP (N9) RA Zip
2 CORP-RA-EFF-DATE (N8) Effective date of RA
2 CORP-RA-STATUS (A1) + RA Status
2 CORP-RA-LOC (A3) + RA Court Locality

Table Ids

00 Description of Tables 01 Corp Status 02 State Codes
03 Industry Code 04 Corp RA Status 05 Court Locality
07 Assessment Ind 12 Stock Class 19 Amendment Type
23 LP Amend Type 28 LP RA Status 40 LLC RA Status

EXHIBIT "B"

**APPLICATION FOR MACHINE RECORDS OF VIRGINIA
CORPORATION, LIMITED LIABILITY COMPANY AND LIMITED
PARTNERSHIP INFORMATION**

COMPANY NAME: _____

COMPANY ADDRESS: _____

**NAME OF
PRIMARY CONTACT:** _____

**PRIMARY
CONTACT PHONE:** _____

**PRIMARY
CONTACT EMAIL:** _____

All accounts are pre-paid. Downloads are permitted only when the account has a sufficient balance.

<u>UPDATE FREQUENCY</u>	<u>COST</u>
MONTHLY (4 Weeks)	\$1,000.00
ANNUALLY	\$12,000.00

The extract provides information on Corporations, Limited Liability Companies and Limited Partnerships.