

MASTER EXTRA SPECIAL AGREEMENT (ESA)

This **MASTER EXTRA SPECIAL AGREEMENT** (this “Agreement”) is made and entered into as of January 1, 3000, by and among certain subsidiaries of **FAKE COMPANY**, a FAKE STATE LLC (“Parent”) providing services (as set forth in Schedule B hereto, collectively, the “Service Providers”) and certain subsidiaries of Parent receiving such services (as set forth in Schedule B hereto, collectively, the “Service Recipients”).

WITNESSETH:

WHEREAS the Service Providers desire and are willing to provide, or cause to be provided, to the Service Recipients, certain services as set forth herein and in the Schedules hereto during the periods set forth herein and in the Schedules hereto;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

TERMS AND CONDITIONS

	1 <u>Agreement to Provide Services.</u>
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1.1. Agreement. Upon the terms and subject to the conditions contained herein and in the Schedules attached hereto (each, as it may be amended from time to time, a “Schedule”), the Service Providers hereby agree to provide, or cause their affiliates to provide, to the Service Recipients the services (as set forth in Schedule A, the “Services”) listed in the Schedules. Each of the Services shall be provided and accepted in accordance with the terms, limitations and conditions set forth herein and in the Schedules.

1.2. Scope of Services. The parties agree that upon the terms and subject to the conditions contained herein, additional or new services which are not currently contemplated in this Agreement may be added to the Schedules from time to time. Any new or additional services undertaken by the Service Providers to the Service Recipients shall be provided for a fee that includes the cost plus applicable operating margin (as may be determined from time to time) as more fully described in Section 2, and any such transactions shall be conducted on an arm’s-length basis.

1.3. Review of Services. The parties agree that: (i) the scope, frequency and manner of delivery of the Services detailed herein are subject to periodic review by the parties; (ii) changes to any of the Services (including the addition or deletion of services) may be made at any time if

agreed to by the parties; and (iii) this Agreement may be amended from time to time according to the terms set out in herein.

1.4.	<u>Right to Deliver and Request Instructions.</u>
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a.	Each Service Recipient, acting through any of its authorized officers, may from time to time deliver to a Service Provider instructions with respect to matters arising under this Agreement, and the Service Provider shall follow such instructions provided they are consistent with the terms and conditions of this Agreement.
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b.	At any time, any Service Provider may, if it reasonably deems it necessary or appropriate, request instructions from a Service Recipient, within a reasonable period prior to the time necessary for taking action with respect to any matter contemplated by this Agreement, and may defer action thereon pending receipt of such instructions. Any action taken by a Service Provider, its officers, directors, employees, agents or representatives in accordance with the instructions of a Service Recipient, or failure to act by a Service Provider pending the receipt of such instructions after request therefor, shall be deemed to be proper conduct within the scope of service authority under this Agreement.
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1.5. Service Designees. Each Service Provider may perform the services to be provided hereunder through its own officers and employees, or through agents, independent contractors or other parties designated by it; *provided, however*, that each Service Provider will remain liable hereunder as if it has performed such services directly.

2	<u>Cost Sharing.</u>
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2.1. Each Service Recipient agrees to bear and to pay its share of the Net Costs as defined in Section 2.2 below and, as contemplated by this Agreement, make payment arrangements with the Service Provider on an arm's length basis for all activities covered by this Agreement for each calendar month.

2.2. The Parent or its designee shall compute the costs that it incurs in connection with providing Services under this Agreement (its "Net Costs") in accordance with the following formula: *Net Costs = Direct Costs + Indirect Costs*

"Direct Costs" means the sum of all external and all internal direct costs incurred by a Service Provider and directly attributable to a particular Service provided to a particular Service Recipient.

"Indirect Costs" means all external and all internal indirect costs incurred by the Service Provider in providing the Services to the Service Recipients, which cannot be directly attributed

to a particular Service provided to a particular Service Recipient, including but not limited to salaries and bonuses, wages for permanent and temporary employees, expatriate costs (where applicable), facilities charges (including office rent, depreciation, maintenance, utilities and supplies), travel costs, pension benefits, insurance benefits, depreciation of fixed assets and all expenses to third parties incurred in connection with the Services, excluding value added tax, withholding taxes and/or similar levies, which shall be paid by the respective Service Provider, if legally required.

3. Reporting; Timing of Payments. Each Service Provider shall submit a statement to each applicable Service Recipient no later than twenty (20) calendar days after the end of each calendar [month/quarter/half] (unless otherwise agreed to by the parties), with respect to the amount of Net Costs payable by such Service Recipient for such month (a “Statement”). Such Statement shall set forth in reasonable detail: (i) the Direct Costs incurred in providing each Service to such Service Recipient and (ii) the Indirect Costs incurred in providing each Service to such Service Recipient. Unless any such Service Recipient disagrees as to the amounts payable as set forth in the Statement, all Statements shall be settled not later than forty-five (45) calendar days following receipt by the Service Recipient from the Service Provider of such Statement relating to the Services provided. In the event of any disagreement between the Service Providers and the Service Recipients with respect to any Statement or any amounts owed thereunder, the parties hereto agree to negotiate in good faith to resolve such dispute.

4. Standards for Performance of Service. Each Service Provider shall perform its obligations hereunder in a prudent and efficient manner and in accordance with applicable law and good industry practice.

5	<u>Access to Employees and Information.</u>
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5.1. Access. At the request of any Service Recipient, each Service Provider shall, and shall cause its affiliates to, use its reasonable best efforts to provide for consultation with the Service Recipient, shortly after such request, its employees providing Services hereunder. At the request of any Service Recipient, each Service Provider shall, and shall cause its affiliates to, make available information relating to such Service Provider’s business.

5.2. Inspection. Each Service Provider hereby agrees that, upon reasonable notice from any Service Recipient, it shall make its books and records with respect to Services and payment therefor available to the Service Recipient and its representatives for inspection during normal business hours at such Service Provider’s principal place of business.

6. Force Majeure. No party shall be liable for any failure of performance attributable to acts, events or causes (including, but not limited to, war, riot, rebellion, civil disturbances, power failures, failure of telephone lines and equipment, flood, storm, fire and earthquake or other acts of God or conditions or events of nature, or any law, order, proclamation, regulation, ordinance,

demand or requirement of any governmental authority) beyond its control that prevent in whole or in part performance by such party hereunder. The affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and no Service Provider shall have any liability to any Service Recipient or any other party in connection therewith other than by reason of breach or nonfulfillment of its covenants in this Section 6. The Service Providers shall make all reasonable efforts to remove such disability as soon as and to the extent reasonably possible and to assist the Service Recipients in finding third parties to provide affected Services during the period of such disability.

7. Indemnification. The Service Recipients shall indemnify, defend and hold harmless the Service Providers, their affiliates, their officers, directors, employees, agents and representatives from and against any and all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) ("Losses") suffered or incurred by any such Person arising from or in connection with any Service Providers' performance or non-performance of any covenant, agreement or obligation of the Service Provider hereunder, other than by reason of the Service Providers' or any of their affiliates' gross negligence, willful misconduct or bad faith. This Section 7 shall survive any termination or expiration of this Agreement.

8. New Service Providers and Service Recipients. Additional subsidiaries of Parent may become Service Providers or Service Recipients, as the case may be, under this Agreement. The Parent shall then sign an entry or similar agreement with such subsidiary.

	9 <u>Term and Termination</u> .
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9.1. Term of Services. The term of this Agreement shall be one (1) year beginning from the date of completion of the transactions contemplated by the Purchase Agreements, provided that such term shall renew automatically for successive terms of one (1) year unless the Parent provides written notice to the other parties hereto that this Agreement shall not be renewed at least fifteen (15) days prior to the expiration of any one (1) year term.

9.2. Termination by Parent. The Parent may terminate this Agreement, or any part of this Agreement, at any time upon sixty (60) days prior written notice to the parties hereto.

9.3. Termination by Other Parties. Each of the Service Providers and Service Recipients may terminate its interest in this Agreement for a subsequent calendar year by providing written notice to the Parent not less than sixty (60) days prior to the end of any calendar year. The dismissal of a single Service Provider or Service Recipient will not affect the validity of the Agreement as a whole.

9.5. Termination on Material Breach. This Agreement shall terminate with respect to any party hereto that breaches its obligations herein if such breach remains uncured for thirty (30) days after such party receives written notice of the breach from the Parent.

9.6. Automatic Termination. This Agreement shall terminate automatically, without any notice or other action whatsoever on the part of any party hereto, as to any party and such party's subsidiaries that (i) becomes the subject of any voluntary petition in bankruptcy or other voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (ii) becomes the subject of an involuntary petition in bankruptcy or any other involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of the filing or initiation thereof; (iii) is in default under any agreement or indenture governing indebtedness of such party.

	10 <u>General Provisions.</u>
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10.1. Assignment; Successors and Assigns. Except as set forth below, this Agreement and the rights and obligations hereunder shall not be assigned or transferred in whole or in part by any party hereto without the written consent of the Parent. Any attempted assignment or delegation in contravention hereof shall be null and void. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10.2. No Third-Party Beneficiaries. Except for Persons entitled to indemnification under Section 7 hereof, this Agreement is for the sole benefit of the parties hereto, and nothing herein expressed or implied shall give or be construed to give to any Person or entity, other than the parties hereto, any legal or equitable rights hereunder.

10.3. Remedies. Except as otherwise expressly provided herein, none of the remedies set forth in this Agreement is intended to be exclusive, and each party shall have all other remedies now or hereafter existing at law or in equity or by statute or otherwise, and the election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Nothing contained herein shall be deemed to be a limitation on any remedies that otherwise may exist or be available to any party under the Purchase Agreements or any other related agreement.

10.4. Interpretation; Definitions. The headings contained in this Agreement or in any Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. When a reference is made in this Agreement to Articles, Sections or Schedules, such reference shall be to an Article or Section of or Schedule to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the first paragraph of this Agreement. The words "hereof," "hereby," "herein,"

“hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole (including the Schedules) and not to any particular Section in which such words appear. All references herein to dollar amounts shall be deemed to be references to MONOPOLY MONEY.

10.5. Amendments. The parties hereto will periodically review this Agreement as to the reasonableness of its terms and, in any case, not later than three (3) months after the end of Parent’s accounting year. Such review may be evidenced by documentation reasonably acceptable to the Parent. No amendment to this Agreement shall be effective unless it shall be in writing and signed by Parent and each party to be bound by the proposed amendment, provided that any Schedule hereto may be amended by the Parent provided that the Parent provides written notice to each party to be bound by the proposed amendment and that no such notified party objects in writing to such amendment within seven (7) calendar days of receipt of notice thereof.

10.6. Cooperation. The Service Recipients will provide all information that the Service Providers reasonably request for performance of services pursuant hereto, and the Service Recipients will cooperate with any reasonable request of the Service Providers in connection with the performance of services pursuant hereto.

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10.7. Counterparts. This Agreement and any amendments hereto may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

10.8. Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

10.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of FAKE STATE applicable to agreements made and to be performed entirely within such State, without regard to the choice of law principles of such State.

10.10. Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties hereto to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any consent given by any party pursuant to this Agreement shall be valid only if contained in a written consent signed by such party.

10.11. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by telecopy, or by postage prepaid, registered, certified or express mail or by reputable overnight courier service and shall be deemed given when delivered by hand or upon receipt of telecopy confirmation if sent by facsimile, three days after mailing (one (1) Business Day in the case of guaranteed overnight express mail or guaranteed overnight courier service), at the address for the entity receiving such notice that is kept by and may be requested from the Parent, which Parent shall keep an accurate and current record of the addresses of all entities party hereto. Any party hereto may change its address in the records of the Parent by providing written instructions to the Parent specifying the new address of such entity. The address of the Parent is: **123 FAKE STREET, FAKE CITY, FAKE STATE, 00000**

10.12. Authority. None of the parties hereto shall act or represent or hold itself out as having authority to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this Agreement.

10.13. Schedules. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

10.14. Entire Agreement. This Agreement (including the Schedules hereto) contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

FAKE COMPANY

By /s/ Faker McFake	
:	
Faker McFake, CEO	

TO FAKE COMPANY
BY: FAKE COMPANY