

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND**

<b>CoStar Realty Information and</b>	:	
<b>CoStar Group Inc.,</b>	:	
	:	<b>Case No. PJM 06CV0655</b>
<b>Plaintiffs</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>Atkinson Hunt and Resource</b>	:	<b><u>Certification of James R. Davis</u></b>
<b>Realty of Southern New Jersey,</b>	:	
	:	
<b>Defendants.</b>	:	
_____	:	

I, James R. Davis, being of sound mind and over the age of majority, do hereby certify as follows:

1. I am the sole shareholder and Director of Resource Realty and Personal Property Evaluations, Inc., improperly referred to in the Complaint as Resource Realty of Southern New Jersey (hereinafter "Resource Realty" or "the Company") and make this certification on its behalf.

2. During 2004 the Company became engaged in a joint venture with David Atkinson of Pennsauken, New Jersey. As part of that joint venture, Mr. Atkinson undertook to reinstate his real estate license in New Jersey.

3. As part of his contractual relationship with Resource Realty, Mr. Atkinson agreed to develop real estate leads for the Company. Toward that end, Resource Realty listed Mr. Atkinson as a user on its CoStar license (See attached as Exhibit A).

4. After I executed the CoStar Agreement, which included Mr. Atkinson's name, I forwarded it to CoStar for countersignature.

84044

**EXHIBIT B**

5. Unbeknownst to me, before CoStar countersigned the contract, they substituted a different page, deleting Mr. Atkinson's name as a permitted user. (See Exhibit B). When the countersigned contract was returned to me, I did not review it, but merely put it in the file. Thus, I did not know at the time that Mr. Atkinson's name had been deleted.

6. Under the circumstances, I do not believe that a binding written contract exists between my company and CoStar because we did not sign the same Agreement.

7. After the Resource Realty/CoStar Agreement was activated, I gave Mr. Atkinson his User I.D., and he attempted to use the CoStar system to generate the leads needed in his role as an independent contractor for Resource Realty.

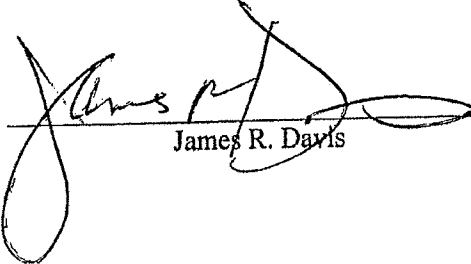
8. In connection with the use of the CoStar database, Mr. Atkinson apparently caused various files to be downloaded in what he believed to be in full compliance with the terms of the CoStar license. Unfortunately, after attempting to cull that information for appropriate leads, Mr. Atkinson found that those files were not helpful for their intended purpose, and he discontinued downloading any CoStar files.

9. In late Fall 2004, Resource Realty terminated its involvement with Mr. Atkinson.

10. As of the date of this Certification, after reasonable investigation, I hereby confirm that neither I nor my company, Resource Realty, maintains a database in our computer system of database files downloaded from the CoStar system. I further agree that if I subsequently discover on any downloaded database files from the CoStar system on my system, or any backup media, such files will be immediately deleted.

11. Attached hereto as Exhibit C is a true copy of Mr. Atkinson's letter to me regarding CoStar.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are knowingly false, I am subject to punishment.

  
James R. Davis

Dated: May 1, 2006



# CoStar® License Agreement



AUTHORIZED SITE & USERS LIST			
Site #:	1	Total Number of Authorized Users at Site:	5
Company Name:		Resource Realty of Southern NJ	
Primary Contact & User #1: James Davis			
Street Address: 124 E. Camden Avenue, Ste A			
City:	Moorestown	State:	NJ
		Zip:	08057
Phone #:	856-727-0700	Fax #:	856-778-0128
E-Mail Address:		jdavis@resourcerealty.org	
		Key Token:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

ADDITIONAL USERS AT ABOVE LISTED SITE			
User #2	<input checked="" type="checkbox"/> Existing	Contact: Stuart Davis	Title:
	<input type="checkbox"/> Add	Phone:	Ext:
	<input type="checkbox"/> Delete	E-mail: sdavis@resourcerealty.org	Fax:
	Key Token: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If CoStar Exchange User: <input type="checkbox"/> Broker <input type="checkbox"/> Principal
User #3	<input checked="" type="checkbox"/> Existing	Contact: Ted Polish	Title:
	<input type="checkbox"/> Add	Phone:	Ext:
	<input type="checkbox"/> Delete	E-mail: tpolish@resourcerealty.org	Fax:
	Key Token: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If CoStar Exchange User: <input type="checkbox"/> Broker <input type="checkbox"/> Principal
User #4	<input type="checkbox"/> Existing	Contact: David Atkinson	Title:
	<input checked="" type="checkbox"/> Add	Phone:	Ext:
	<input type="checkbox"/> Delete	E-mail: datkinson@resourcerealty.org	Fax:
	Key Token: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If CoStar Exchange User: <input type="checkbox"/> Broker <input type="checkbox"/> Principal
User #5	<input type="checkbox"/> Existing	Contact: Lawrence Wilson	Title:
	<input type="checkbox"/> Add	Phone:	Ext:
	<input type="checkbox"/> Delete	E-mail: llwilson@resourcerealty.org	Fax:
	Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No		If CoStar Exchange User: <input type="checkbox"/> Broker <input type="checkbox"/> Principal
User #6	<input type="checkbox"/> Existing	Contact:	Title:
	<input type="checkbox"/> Add	Phone:	Ext:
	<input type="checkbox"/> Delete	E-mail:	Fax:
	Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No		If CoStar Exchange User: <input type="checkbox"/> Broker <input type="checkbox"/> Principal
User #7	<input type="checkbox"/> Existing	Contact:	Title:
	<input type="checkbox"/> Add	Phone:	Ext:
	<input type="checkbox"/> Delete	E-mail:	Fax:
	Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No		If CoStar Exchange User: <input type="checkbox"/> Broker <input type="checkbox"/> Principal
User #8	<input type="checkbox"/> Existing	Contact:	Title:
	<input type="checkbox"/> Add	Phone:	Ext:
	<input type="checkbox"/> Delete	E-mail:	Fax:
	Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No		If CoStar Exchange User: <input type="checkbox"/> Broker <input type="checkbox"/> Principal
User #9	<input type="checkbox"/> Existing	Contact:	Title:
	<input type="checkbox"/> Add	Phone:	Ext:
	<input type="checkbox"/> Delete	E-mail:	Fax:
	Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No		If CoStar Exchange User: <input type="checkbox"/> Broker <input type="checkbox"/> Principal

## CoStar® Terms and Conditions

1. **License.** (a) This Agreement between CoStar and Licensee concerns one or more electronic databases developed and maintained by CoStar each consisting of (1) a proprietary database (the "Database") of commercial real estate information, including but not limited to, the information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information, and (2) related software (the "Software"). Those portions of the Software and Database that are licensed hereunder, including any updates or modifications provided thereto, and any information derived from the use of the Database, including as a result of the verification of any portion of the Information by Licensee, are collectively referred to herein as the "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Schedule of Services on the Subscription Form, subject to and in accordance with the terms and conditions of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form and, except as set forth below, only at the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals (1) employed by Licensee or an Independent Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Sites & Users for the Licensed Product. Licensee understands that each brokerage, research, sales or other similar personnel at each licensed site must be an Authorized User and agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Independent Contractor" is defined as an individual person performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names, passwords and Key Tokens (collectively, the "Passcodes") used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason.
2. **Use.** (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may use the Licensed Product for the following purposes in the ordinary course of its business: (1) Licensee's internal research purposes; (2) providing information regarding particular properties and market trends to its clients and prospective clients; (3) to market properties; (4) supporting its valuation, appraisal or counseling regarding a specific property; and (5) creating periodic general market research reports for in-house use or for clients' or prospective clients' use, provided that such reports do not contain building-specific or tenant-specific information and are not commercially or generally distributed. Subject to the provisions set forth below, Licensee may print Information or copy Information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of Information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial and used in compliance with this Section. (b) Except as set forth in Section 2(a), Licensee shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Licensed Product, or modify or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing Information that complies with this Section 2 to a limited number of its clients and prospective clients and (ii) if Licensee is a subscriber in good standing to CoStar Property® and CoStar Connect®, Licensee may post insubstantial portions of the Information from CoStar Property to the client extranet component on Licensee's designated CoStar Connect web site for accessing by clients or prospective clients of Licensee in compliance with this Section 2; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or other product directly or indirectly competitive with any portion of the Licensed Product; (3) provide, disclose or transmit any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, merge, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any information for the purpose of selling or licensing such information or making such information publicly available; (7) use or distribute information that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service that may compete with the Licensed Product; or (8) use any portion of the Licensed Product in a manner that would violate any U.S., international, state or local law, regulation, rule or ordinance, including real estate practice, spam and privacy laws.
3. **Ownership.** Licensee acknowledges that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Software, Database, Information and Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge CoStar's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, Independent Contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar.
4. **Term.** The term of this Agreement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the last day of the Initial Term or any Renewal Term, unless sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided, that for existing customers with Passcodes, the "Start Date" shall be the date of signature of this Agreement by CoStar.
5. **License Fees.** Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. Licensee's obligation to pay such fees in full shall be binding on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers, Seasonally Adjusted, US City Average, All Items for the previous twelve months; and (b) at any time for any Renewal Term increase the License Fees for any portion of the Licensed Product, provided, that if Licensee does not agree to the increase, then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase, in which case Licensee shall continue to pay the License Fees in place before the proposed increase until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net fifteen days. All payments received after the due date will incur a late payment charge from such due date until paid at a rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, letter accompanying any payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Products. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.
6. **Termination.** (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the parties; or (2) upon five (5) days written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due after the date of such termination. (c) In the event that CoStar breaches Section 9(a) of this Agreement, the sole remedy available to Licensee shall be termination of this Agreement. (d) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the parties, and during such interruption Licensee shall continue to be responsible for all License Fees. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (e) Upon Licensee's breach of any term of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any monetary benefits that accrued to Licensee as a result of the breach, any damages incurred by CoStar related to Licensee's breach and any other damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

Initial Here: 

Last Revised: July 12, 2004

7. **Post-Termination.** At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. In addition, CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit.

8. **Licensed Product.** Subject to Section 15, during the term of this Agreement, CoStar will provide updated Information to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and equipment necessary to obtain and use the Licensed Product, including any updates or other modifications thereto. The Licensed Product currently requires a Windows 98, NT, 2000 or XP based computer, a high-speed internet connection or modem with a baud rate not less than 56K and Internet Explorer 6.0. Licensee is responsible for all telephone and Internet service provider charges necessary to access the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the depth of Information provided to Licensee hereunder.

9. **Non-compete; Information.** (a) CoStar agrees that it will not engage in traditional commercial real estate brokerage activities where it is paid a commission for facilitating a commercial real estate transaction. Licensee's remedy for any violation of this provision is set forth in Section 6(c) above. (b) Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's web site. CoStar acknowledges that if Licensee provides CoStar with any information or images, then Licensee retains its ownership rights with respect to such information and images, even following termination of this Agreement.

10. **LIMITATION ON LIABILITY.** (a) LICENSEE ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT, INCLUDING ANY PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. (b) THE COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

11. **NO WARRANTIES.** ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

12. **Assignment.** The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar.

13. **Passcodes; Key Tokens.** (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User. No Authorized User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Independent Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer, provided, that an Authorized User may email CoStar Customer Support at support@costar.com to receive an electronic apparatus (a "Key Token") designed to enable such Authorized User to access the Licensed Product from multiple computers for \$149 per Key Token (before tax). All Key Tokens licensed by Licensee shall constitute part of the Licensed Product. If a Key Token has been lost, stolen or damaged, upon Licensee's email request to CoStar Customer Service for a replacement Key Token, CoStar shall deliver Licensee a replacement Key Token and Licensee shall pay CoStar \$149 (before tax) for each such replacement Key Token; provided, that CoStar will replace a Key Token if it malfunctions through normal usage (due to no fault of the Licensee) free of charge during the Initial Term.

14. **Notices.** All notices given hereunder will be in writing, delivered personally or mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S. or international carrier. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's address specified on the Subscription Form or to such other address as Licensee may specify, and if being delivered to CoStar, delivered to the address set forth on the Subscription Form, Attention: Director of Sales Administration, or to such other address as CoStar may specify. All notices will be deemed given if delivered personally, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by overnight U.S. mail, one day after mailing, and if delivered by overnight international mail, four (4) days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail.

15. **Force Majeure.** CoStar shall have no liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

16. **User Information.** Licensee acknowledges that if it creates any settings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. Documents posted by Licensee to the client extranet component of Licensee's designated CoStar Connect web site shall constitute Licensee Content (as defined in the CoStar Connect agreement) and User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in any CoStar Property Licensed Product per Authorized User located at that site.

17. **Choice of Law, Jurisdiction; International Arbitration.** This Agreement shall be construed under the laws of the State of Maryland of the U.S. without regard to choice of law principles. The parties irrevocably consent to the exclusive jurisdiction of the federal and state courts located in the State of Maryland for the purpose of any action brought in connection with this Agreement or use of the Licensed Product. All disputes arising outside of the U.S. shall be settled by arbitration held in London, England and in accordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce. All arbitrators shall be fluent in English and all documents submitted in connection with the arbitration shall be in English. Judgment upon an arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement.

18. **Miscellaneous.** This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Licensee agrees to keep the terms of this Agreement strictly confidential. This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The provisions of Sections 2(b), 2(c), 3, 5, 6(e), 7, and 10 through 18 hereof will survive nonrenewal or termination of this Agreement.

Initial Here



ACCT CIN

60

18648 v WK

210700470343

COSTAR

PAGE 02

# CoStar® License Agreement Subscription Form

FOR INTERNAL USE ONLY.

AE: MJD

Routing Code:

Business Code: Brokerage



Real Estate Information

<b>BILL TO:</b>	
Licensee: Resource Realty of Southern NJ	Location ID: 3780
Address: 124 E. Camden Avenue, Ste A	City: Moorestown St: NJ Zip: 08057
Fax: 856-778-0128	Telephone: 856-778-0700 Ext:
Bill-To Contact: JAMES DAVIS	
Email for Bill-to-Contact: jdavis@resourcerealty.org	

<b>DATE</b>	<b>BILLING CYCLE</b>	<b>PAYMENT METHOD</b>
Total No. Sites: 1	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Credit Card
Total No. Authorized Users (All Sites): 5	<input type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Check
	<input type="checkbox"/> Yearly	<input type="checkbox"/> Automatic Withdrawal
<b>TERM</b>	<b>COMP HISTORICAL DATA</b>	<b>KEY TOKENS</b>
Two Year Initial Term	From (MMYY): 01/00 (COMPS subscribers)	Total Number of Key Tokens:

SCHEDULE OF SERVICES			
Site #	Market	Product Description	Monthly License Fees (Before Tax)
1	National	CoStar Property Professional	\$2,400.00
1	National	CoStar COMPS Professional - Comm/Ind/Apt/Res Land	\$0.00
Total Monthly License Fees:			\$2,400.00
One Time Implementation Fee:			
One Time Key Token Fee:			

Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license fees.

Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market.

This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. Attached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement incorporates the Terms of Use (the "Terms of Use") available online at [www.costar.com](http://www.costar.com). By using the Licensed Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.

In the event that Licensee does not execute this Agreement by the following date 08/31/04, the terms of this Agreement shall become null and void, provided, that if Licensee executes this Agreement after such date and CoStar countersigns this Agreement, then this Agreement shall be valid and binding on the parties. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar can execute this Agreement on behalf of CoStar. The parties hereby acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.  
 By: Carla J. Barrett  
 Name: General Counsel  
 Title:  
 Date: AUG 24 2004  
 Address: 2 Bethesda Metro Center

Licensee  
 By: [Signature]  
 Name (print): James Davis  
 Title: President Date: 8/19/04  
 Address: 124 E. Camden Avenue, Ste A  
 Address: Moorestown, NJ 08057



# CoStar® License Agreement



Site #:	1	Total Number of Authorized Users at Site:	5	Loc ID:	3780
Company Name:	Resource Realty of Southern NJ				
Primary Contact & User #1:	James Davis				
Street Address:	124 E. Camden Avenue, Ste A				
City:	Moorestown	State:	NJ	Zip:	08057
Phone #:	856-727-0700	Fax #:	856-778-0128	Key Token:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
E-Mail Address:	jdavis@resourcerealty.org				

ADDITIONAL USER INFORMATION					
User #2	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Contact: Stuart Davis	Title:	Phone:	Ext:
		E-mail: sdavis@resourcerealty.org		Fax:	
		Key Token: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If CoStar Exchange User:	<input type="checkbox"/> Broker	<input type="checkbox"/> Principal
User #3	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Contact: Ted Polish	Title:	Phone:	Ext:
		E-mail: tpolish@resourcerealty.org		Fax:	
		Key Token: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If CoStar Exchange User:	<input type="checkbox"/> Broker	<input type="checkbox"/> Principal
User #4	<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	Contact: Lawrence Wilson	Title:	Phone:	Ext:
		E-mail: lwilson@resourcerealty.org		Fax:	
		Key Token: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If CoStar Exchange User:	<input type="checkbox"/> Broker	<input type="checkbox"/> Principal
User #5	<input type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Contact:	Title:	Phone:	Ext:
		E-mail:		Fax:	
		Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No	If CoStar Exchange User:	<input type="checkbox"/> Broker	<input type="checkbox"/> Principal
User #6	<input type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Contact:	Title:	Phone:	Ext:
		E-mail:		Fax:	
		Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No	If CoStar Exchange User:	<input type="checkbox"/> Broker	<input type="checkbox"/> Principal
User #7	<input type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Contact:	Title:	Phone:	Ext:
		E-mail:		Fax:	
		Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No	If CoStar Exchange User:	<input type="checkbox"/> Broker	<input type="checkbox"/> Principal
User #8	<input type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Contact:	Title:	Phone:	Ext:
		E-mail:		Fax:	
		Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No	If CoStar Exchange User:	<input type="checkbox"/> Broker	<input type="checkbox"/> Principal
User #9	<input type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Contact:	Title:	Phone:	Ext:
		E-mail:		Fax:	
		Key Token: <input type="checkbox"/> Yes <input type="checkbox"/> No	If CoStar Exchange User:	<input type="checkbox"/> Broker	<input type="checkbox"/> Principal

## CoStar<sup>®</sup> Terms and Conditions

1. **Use.** (a) This Agreement between CoStar and Licensee concerns one or more electronic databases developed and maintained by CoStar each consisting of (1) a proprietary database (the "Database") of commercial real estate information, including but not limited to, the information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such information, and (2) related software (the "Software"). Those portions of the Software and Database that are licensed hereunder, including any updates or modifications provided thereto, and any information derived from the use of the Database, including as a result of the verification of any portion of the Information by Licensee, are collectively referred to herein as the "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Schedule of Services on the Subscription Form, subject to and in accordance with the terms and conditions of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form and, except as set forth below, only at the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals (1) employed by Licensee or an independent Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Sites & Users for the Licensed Product. Licensee understands that each brokerage, research, sales or other similar personnel at each licensed site must be an Authorized User and agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Independent Contractor" is defined as an individual person performing and substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names, passwords and Key Tokens (collectively, the "Passcodes") used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason.

2. **Use.** (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may use the Licensed Product for the following purposes in the ordinary course of its business: (1) Licensee's internal research purposes; (2) providing information regarding particular properties and market trends to its clients and prospective clients; (3) to market or prospectively clients' use, provided that such reports do not contain building-specific or tenant-specific information and are not commercially or generally distributed. Subject to the provisions set forth below, Licensee may print information or copy information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial and used in compliance with this Section. (b) Except as set forth in Section 2(a), Licensee shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Licensed Product, or modify or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing information that complies with this Section 2 to a limited number of its clients and prospective clients and (ii) if Licensee is a subscriber in good standing to CoStar Property<sup>®</sup> and CoStar Connect<sup>®</sup>, Licensee may post insubstantial portions of the information from CoStar Property to the client extranet component on Licensee's designated CoStar Connect web site for accessing by clients or prospective clients of Licensee in compliance with this Section 2; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or other product directly or indirectly competitive with any portion of the Licensed Product; (3) provide, disclose or transmit any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product; (5) use, reproduce, publish or compile any information for the purpose of selling or licensing such information or making such information publicly available; (6) use, reproduce, publish or compile any information for the purpose of developing or contributing to the development of any database, product or service that may compete with the Licensed Product; or (8) use any portion of the Licensed Product in a manner that would violate any U.S., international, state or local law, regulation, rule or ordinance, including real estate practice, spam and privacy laws.

3. **Ownership.** Licensee acknowledges that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Software, Database, Information and Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge CoStar's and its licensors' ownership of (or the validity or enforceability of) their rights in and to the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, independent Contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar.

4. **Term.** The term of this Agreement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the last day of the Initial Term or any Renewal Term, unless sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided, that for existing customers with Passcodes, the "Start Date" shall be the date of signature of this Agreement by CoStar.

5. **License Fees.** Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. Licensee's obligation to pay such fees in full shall be binding on the Start Date, in addition to anything set forth herein, CoStar may: (a) on each anniversary of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers, Seasonally Adjusted, US City Average, All Items for the previous twelve months; and (b) at any time for any Renewal Term increase the License Fees for any portion of the Licensed Product, provided, that if Licensee does not agree to the increase, then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase, in which case Licensee shall continue to pay the License Fees in place before the proposed increase until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net fifteen days. All payments received after the due date will incur a late payment charge from such due date until paid at a rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, letter accompanying any payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Products. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.

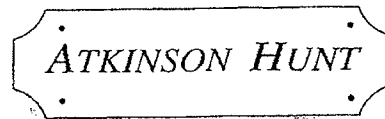
6. **Termination.** (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the parties; or (2) upon five (5) days written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due after the date of such termination. (c) In the event that CoStar breaches Section 5(a) of this Agreement, the sole remedy available to Licensee shall be termination of this Agreement. (d) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the parties, and during such interruption Licensee shall continue to be responsible for all License Fees. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (e) Upon Licensee's breach of any term of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any monetary benefits that accrued to Licensee as a result of the breach, any damages incurred by CoStar related to Licensee's breach and any other damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

Last Revised: July 12, 2004

Initial Here: 

7. **Post-Termination.** At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. In addition, CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit.
8. **Licensed Product.** Subject to Section 15, during the term of this Agreement, CoStar will provide updated information to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and equipment necessary to obtain and use the Licensed Product, including any updates or other modifications thereto. The Licensed Product currently requires a Windows 98, NT, 2000 or XP based computer, a high-speed internet connection or modem with a baud rate not less than 56K and Internet Explorer 6.0. Licensee is responsible for all telephone and Internet service provider charges necessary to access the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the depth of information provided to Licensee hereunder.
9. **Non-competitive Information.** (a) CoStar agrees that it will not engage in traditional commercial real estate brokerage activities where it is paid a commission for facilitating a commercial real estate transaction. Licensee's remedy for any violation of this provision is set forth in Section 6(c) above. (b) Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusively. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's web site. CoStar acknowledges that if Licensee provides CoStar with any information or images, then Licensee retains its ownership rights with respect to such information and images, even following termination of this Agreement.
10. **LIMITATION ON LIABILITY.** (a) LICENSEE ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. (b) THE COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.
11. **NO WARRANTIES.** ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.
12. **Assignment.** The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar.
13. **Passwords; Key Tokens.** (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Password other than the Passwords assigned to such Authorized User. No Authorized User may share his assigned Passwords with any other person nor allow any other person to use or have access to his Passwords. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall destroy the Passwords for such Authorized User. No Authorized User who ceases to be an employee or Independent Contractor of Licensee may use any Passwords in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer, provided, that an Authorized User may email CoStar Customer Support at support@costar.com to receive an electronic apparatus (a "Key Token") designed to enable such Authorized User to access the Licensed Product from multiple computers for \$149 per Key Token (before tax). All Key Tokens licensed by Licensee shall constitute part of the Licensed Product. If a Key Token has been lost, stolen or damaged, upon Licensee's email request to CoStar Customer Service for a replacement Key Token, CoStar shall deliver Licensee a replacement Key Token and Licensee shall pay CoStar \$149 (before tax) for each such replacement Key Token; provided, that CoStar will replace a Key Token if it malfunctions through normal usage (due to no fault of the Licensee) free of charge during the Initial Term.
14. **Notices.** All notices given hereunder will be in writing, delivered personally or mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S. or international carrier. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's address specified on the Subscription Form or to such other address as Licensee may specify, and if being delivered to CoStar, delivered to the address set forth on the Subscription Form, Attention: Director of Sales Administration, or to such other address as CoStar may specify. All notices will be deemed given if delivered personally, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by overnight U.S. mail, one day after mailing, and if delivered by overnight international mail, four (4) days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail.
15. **Force Majeure.** CoStar shall have no liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.
16. **User Information.** Licensee acknowledges that if it creates any settings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. Documents posted by Licensee to the client extranet component of Licensee's designated CoStar Connect web site shall constitute Licensee Content (as defined in the CoStar Connect agreement) and User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in any CoStar Property Licensed Product per Authorized User located at that site.
17. **Choice of Law; Jurisdiction; International Arbitration.** This Agreement shall be construed under the laws of the State of Maryland of the U.S. without regard to choice of law principles. The parties irrevocably consent to the exclusive jurisdiction of the federal and state courts located in the State of Maryland for the purpose of any action brought in connection with this Agreement or use of the Licensed Product. All disputes arising outside of the U.S. shall be settled by arbitration held in London, England and in accordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce. All arbitrators shall be fluent in English and all documents submitted in connection with the arbitration shall be in English. Judgment upon an arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement.
18. **Miscellaneous.** This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements and documents with respect to such subject matter, provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Licensee agrees to keep the terms of this Agreement strictly confidential. This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The provisions of Sections 2(b), 2(c), 3, 5, 6(e), 7, and 10 through 18 hereof will survive nonrenewal or termination of this Agreement.

Initial Here



David R. Atkinson  
President

Fairway Corporate Center 1  
4300 Haddonfield Road • Suite 119  
Pennsauken, NJ 08109  
856-665-2400 • Fax: 856-665-2475

March 21, 2005

VIA FACIMILE (856)778-0128

Mr. Jim Davis  
Resource Realty  
Camden Avenue  
Moorestown, NJ 08057

Dear Jim:

At your request, you are free to inform CoStar of five facts:

1. I will not use CoStar files. There is no point in arguing about CoStar records. They are fine for realtors but not for my core business. They don't have the data necessary.
2. All addresses I will use will come from data published by either First American Real Estate Data, Experian or an Irish firm now inexpensively marketing tax assessor's records;
3. If a future CoStar subscriber contacts my corporation affiliate or me personally, I will inform them we are not permitted to help them. I can only help them if they use one of these other sources of information;
4. On advice of counsel, I cannot contact CoStar' legal counsel. "He's only wants to position me for litigation." If he wishes to reach me, he will have to contact me through you or forward his inquiries to Delaware corporate counsel. I will then pay him to respond if the requests have some sense of reasonableness; and
5. I regret these people did not take your accurate reply seriously but had no problem keeping your money.

Again, sincere regrets,

A handwritten signature in black ink, appearing to read "David R. Atkinson", written over a horizontal line.

David R. Atkinson  
President

DRA/ja

P.S. Sincere regrets that the "six-year plan starting a Real Estate Relo" project could not be gotten off the ground.