

SECURITIZATION.NET® CONTENT LICENSE AGREEMENT

This *Securitization.Net*® Content License Agreement (this “**Agreement**”) is entered into by and between Mayer Brown, having its principal place of business at W-71 South Wacker, Chicago, Illinois 60606 (“**Host**”), and the following content provider (“**Contributor**”):

Contributor Name:	_____
Point of Contact:	_____
Address: (for notice purposes)	_____ _____
Telephone:	_____
Facsimile:	_____
E-mail:	_____

WHEREAS, Host sponsors and makes available on the World Wide Web various resources and materials pertaining to the structured finance industry, through Host’s website having the URL <http://www.securitization.net/> (“*Securitization.Net*®”);

WHEREAS, Contributor wishes for Host to include certain of Contributor’s written, structured-finance-related materials on *Securitization.Net*® (“**Content**”);

NOW THEREFORE, in consideration of the foregoing, Contributor and Host agree as follows:

1. Content. From time to time, Contributor may submit Content to Host, for the purpose of posting such Content on *Securitization.Net*®. Contributor shall submit all Content in accordance with the procedures set forth at <http://www.securitization.net/contributors/index.asp>, or as Host may otherwise require. Contributor shall, and hereby does, grant to Host a nonexclusive, nontransferable, royalty-free and worldwide right and license to include all Content on *Securitization.Net*® in accordance with the provisions of this Agreement.

2. Obligations Regarding the Content. Host shall have no obligation to include any Content on *Securitization.Net*®, and may remove any and all Content from *Securitization.Net*® at any time without notice to Contributor. Unless otherwise expressly agreed in writing, Host shall have complete and absolute discretion as to where Content appears on *Securitization.Net*®, including whether Content appears on the home page, and to accompany the Content with introductory or explanatory remarks. To the extent that Host decides, in its sole discretion, to include any Content on *Securitization.Net*®, Host shall:

- (a) post Content in substantially the form provided by Contributor, or in a form mutually agreed upon by Contributor and Host;

- (b) post Content during such timeframe as Contributor specifies at the time of submission;
- (c) credit Contributor for the Content;
- (d) reproduce all applicable copyright and other notices provided by Contributor with the Content;
- (e) use commercially reasonable efforts to update Content in accordance with Contributor's written instructions; and,
- (f) remove any or all Content from *Securitization.Net*® within three working days following Contributor's written request.

3. Contributor Intellectual Property. As between the parties, all Content, including but not limited to all text, content, photographs, video, audio and graphics associated therewith, shall be deemed the sole property of Contributor. Host shall have no other rights in the Content, except as expressly stated herein.

4. Host Intellectual Property. *Securitization.Net*®, including but not limited to all associated text, content, photographs, video, audio, and graphics, is protected by copyrights, trademarks, service marks, international treaties, and other proprietary rights and laws of the United States and other countries; and is also protected as a collective work or compilation under United States copyright and other laws and treaties. All individual articles, columns and other elements making up *Securitization.Net*® are also copyrighted works. Contributor agrees to abide by all additional copyright notices or restrictions contained in *Securitization.Net*®. Nothing in this Agreement shall be deemed to confer upon Contributor any rights to determine the content, style or format of *Securitization.Net*®, or of any content thereon, other than the Content. Host shall have the exclusive right to allow third parties to establish hyperlinks to pages within *Securitization.Net*®.

5. Contributor Warranties. Contributor hereby represents and warrants as follows:

- (a) Contributor has the right and authority to enter into this Agreement;
- (b) All Content is lawfully owned or licensed by Contributor, and does not infringe any third party's copyright, trademark, patent, trade secret or other intellectual property right, or any third party's right of personality or publicity;
- (c) The Content does not contain any virus, Trojan horse, back door, trap door or other code that may compromise the security of, or otherwise harm, *Securitization.Net*®;
- (d) The Content does not contain any matter that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, defamatory, hateful or invasive of the rights of any other person; and
- (e) The Content does not contain any matter that causes Contributor, Host or any other entity distributing the Content or any of their respective employees to be required to

register as an investment adviser or to be licensed or admitted to practice as an accountant, tax adviser or attorney under state or federal law.

Contributor further agrees to indemnify, defend, and hold harmless Host, its partners, employees, affiliates and agents from and against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) that arise from or relate to Customer's actual or alleged breach of any of the foregoing representations or warranties.

6. Contributor Name and Logo. Contributor shall, and hereby does, grant to Host a nonexclusive, nontransferable, royalty-free and worldwide right and license to use Contributor's name and logo on *Securitization.Net*® in conjunction with the Content, and also in a list of contributors. Host shall use reasonable efforts to comply with Contributor's guidelines for the use of Contributor's name and logo, and shall remove Contributor's name and logos from *Securitization.Net*® within three business days of receipt from Contributor of written instructions to do so.

7. Limitations on Liability. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL HOST, ITS PARTNERS, EMPLOYEES, AFFILIATES, CONTRIBUTORS, SUPPLIERS OR THIRD PARTY AGENTS BE LIABLE TO CONTRIBUTOR FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF HOST HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM USE OF OR INABILITY TO USE *SECURITIZATION.NET*® OR ANY PROVISION OF THIS AGREEMENT OR THE *SECURITIZATION.NET*® ONLINE TERMS, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. In no event shall Host's total liability to Contributor for all damages, losses, and causes and action (whether in contract or tort, including but not limited to negligence) exceed \$5,000.

8. Notice. All notices under this Agreement must be in writing and mailed to the party to which the notice is being given by certified or registered mail, return receipt requested. Notice to Contributor shall be directed to the Point of Contact set forth above following the first paragraph of this Agreement. Notice to Host shall be directed to: Rick Krzyminski, Knowledge and Web Solutions Team, Mayer Brown, 230 South La Salle Street, Chicago, Illinois 60604, telephone: (312) 701-8457, facsimile: (312) 701-7711, email: Securitization.Net@mayerbrown.com.

9. Choice of Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of New York, without giving effect to conflicts of law principles thereof. Contributor agrees to submit to the personal jurisdiction of the state and federal courts located in New York County in the State of New York with respect to any legal proceedings that may arise in connection with *Securitization.Net*® or from a dispute as to the interpretation or breach of this Agreement.

10. Miscellaneous. This Agreement may be amended or modified at any time and from time to time only by an instrument in writing signed by both Host and Contributor, which

instrument specifically refers to this Agreement. Neither party may assign its rights or obligations hereunder; provided, that such rights and obligations shall inure to the benefit of and be binding upon each party's successors. This Agreement together with the schedules attached hereto, which are hereby incorporated herein, contains all of the terms agreed upon between the parties with respect to the subject matter hereof. No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The headings of the various sections and subsections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Contributor and Host. The relationship between Contributor and Host is one of independent contractors. For purposes of the execution of this Agreement, facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date set forth below:

Agreed:

Accepted:

CONTRIBUTOR

MAYER BROWN

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

PLEASE SEND VIA FACSIMILE (WITH ORIGINALS BY U.S. MAIL) TO:

Rick Krzyminski
Knowledge and Web Solutions
Mayer Brown LLP
230 South La Salle Street
Chicago, Illinois 60604
Telephone: (312) 701-8457
Facsimile: (312) 701-7711