

This Corporate Maintenance Service Program Agreement (the “Agreement”) is between Client (below entities) and Sheppard, Brett, Stewart, Hersch, Kinsey & Hill PA (the “Firm”) for purposes of maintaining the following corporate, limited partnership, limited liability company, professional association, or other entities:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

The following terms and conditions apply:

1. MAINTENANCE SERVICES

The scope of the services performed under the terms of this Agreement is as follows: Firm will file the State Annual Report for each listed entity. Firm will also prepare annual minutes based upon Client’s completed Annual Report Questionnaire. If a transfer of shares, partnership interest or membership interests has occurred, Firm will prepare the necessary stock certificates, membership or partnership certificates as is necessary for the entity’s corporate kit. Also included in this fee are a reasonable number of phone calls by you or your advisors to members of our team regarding the maintenance of the entities. Firm is not responsible for filing any income, gift or estate tax returns, either federal or state. If Client wishes to consult Firm as to legal or tax effects of any entity matter, Client shall schedule a consultation with the Firm. Said consultation and any work performed as a result of said consultation is outside of the scope of this Agreement.

2. SERVICE OF PROCESS

If Firm, when acting as Registered Agent is served with a summons or subpoena (the “Filing”) Firm shall be responsible for forwarding by regular, United States Mail such Filing within 3 business days to the address on file for Client, and to call Client at Client’s last known telephone number. It is Client’s responsibility to notify Firm of any changes of address or other contact information. Firm does not provide litigation defense services and shall not be responsible for engaging counsel for Client. Firm shall not have any responsibility to answer any Filing or pleading on behalf of Client. Client understands that Client must engage competent litigation counsel in the event that one of Client’s entities is named in a lawsuit, arbitration or similar matter.

3. FEES

The Annual Maintenance Fee for each entity enrolled will be Two Hundred Dollars (\$200.00) per year. If Firm is listed as the registered agent for an entity, there is an additional (\$50.00) annual fee per entity. If, when acting as registered agent, Firm is served with a Filing in any lawsuit, or proceeding, there is a Forty Nine Dollar (\$49.00) service charge for each such service. If you designate Firm as an entity’s registered office, a fee of One Hundred dollars (\$100.00) for each entity will be charged annually. Costs, including but not limited to filing fees with the State of Florida Division of Corporations or other relevant state department, express or overnight delivery, are billed separately in addition to fees.

4. CONFLICT OF INTEREST

For purposes of this Agreement, the Firm shall represent the entity and not any individual shareholder, partner or member. As a condition precedent to enrollment, Client acknowledges that a waiver of conflict of interest is sufficient for the Firm to act on behalf of any entity shall apply, even if Firm represents any shareholder, partner or member individually. Firm may also freely discuss matters and/or disclose documents to Client's other professionals, including Client's tax return preparer, financial advisor, and litigation counsel.

5. CLIENT'S DUTY

Client has an ongoing obligation to inform the Firm of any material change in the status of the entity, or the identity of its shareholders, partners or members. Client may cancel enrollment by forwarding notice of said cancellation in writing to Firm at 9100 College Pointe Court, Fort Myers, FL 33919. However, any annual fee paid for the year of cancellation shall be considered "earned" by the Firm.

6. MODIFICATIONS

Firm retains a continuing right to modify the Agreement (i) fee schedule; (ii) benefits and/or (iii) enrollment requirements under this Agreement. Any Program modifications will be forwarded in writing to Client's last known mailing address at least thirty (30) days before any modifications to the Program are enacted. For purposes of this Agreement, when referring to Client or Clients the plural shall be read as the singular and vice versa as may apply to the undersigned.

7. WITHDRAWAL

Firm retains the right to withdraw from this Agreement provided it notifies Client with ten (10) days prior written notice to Client's last known address. Upon such withdrawal Firm shall have no further duties or obligations to Client.

I (we), a duly authorized representative of the above mentioned Client(s), hereby enroll in the Corporate Maintenance Program in accordance with the above. I (we) authorize Firm to charge:

VISA MASTERCARD AMEX (circle one)

Card # _____

Expiration Date _____

Name on Card _____

Card Billing Address _____

Street

City

State

ZIP

I understand that my card will be charged for fees and costs in accordance with this Agreement and am duly authorized to sign this Agreement.

Cardholder