

COMMERCIAL LEASE

THIS COMMERCIAL LEASE is entered into between the LANDLORD, Old Morgan Ltd., dba The Dean, a Florida limited partnership, whose address is 1415 Dean Street, Fort Myers, Florida 33901; and the TENANT,-----, a Florida corporation, whose Corporate address is -----.

- 1. Description of Leased Premises. The LANDLORD agrees to lease to the TENANT, and the TENANT agrees to lease from the LANDLORD certain office space located at 1415 Dean Street, Suite-----, Fort Myers, Florida 33901, hereinafter referred to as the "Leased Premises".
2. Term of Lease. The term of this Lease shall be for 1 year (12 months). The lease term shall begin on the-----day of-----, 2013, and end on the-----day of -----, 2013.
3. Gross Rent. The monthly gross rent for the Leased Premises, which is due the first day of each month during the lease term, shall be received by the LANDLORD no later than the 1st day of each month, and shall be in the amount of \$-----, plus sales tax, if applicable. If the rent provided for herein is not paid by the 5th day of the month, as set out in this lease, LANDLORD may, at LANDLORD'S option, consider the TENANT to be in default and the LANDLORD may immediately re-enter upon the Leased Premises and the entire rent for the remainder of the entire term shall at once become due and payable and may forthwith be collected by distress or otherwise.

Upon Tenant's receipt of this fully signed lease, TENANT shall pay to LANDLORD the sum of \$-----, including sales tax, which represents the rent for the first month of the Lease Term (-----).

- 4. Security Deposit. Upon Tenant's receipt of this fully signed lease, TENANT shall pay to LANDLORD a security deposit in the amount of \$200.00. The security deposit shall be placed in a non-interest bearing account by LANDLORD. The security deposit shall stand as security for the faithful performance of all covenants, terms and conditions by TENANT of this Lease, including but not limited to, the following:
a. Any unpaid rent.
b. Failure to maintain the Leased Premises in accordance with this Lease and applicable governmental regulations resulting in citations. The cost of corrections required to cure such conditions will be at TENANT'S expense.

Said deposit may be set-off against TENANT'S obligations under this Lease upon thirty (30) days written notice to TENANT. Said deposit, if remaining at the end of the Lease Term, shall be refunded to TENANT within thirty (30) days of lease expiration provided the TENANT is not in breach of said Lease. Within five (5) days of any deduction in the security deposit as referenced above is made and receipt of Landlord's written notice along with supporting documents, TENANT shall deposit with LANDLORD the sum of money

necessary to bring the security deposit back to its original amount, namely, \$ _____ .

5. Use. During the term of the Lease the Leased Premises are to be used for general and professional office purposes and in compliance with uses permitted under applicable zoning regulations. Any other use of the Leased Premises by the TENANT is not permitted unless the written consent of the LANDLORD is first obtained.
6. No Waste or Nuisance or Illegal Activity. The TENANT shall not commit waste on the Leased Premises or allow waste to be committed upon the Leased Premises. The TENANT shall not construct a nuisance or allow a nuisance to continue on the Leased Premises. The TENANT shall not conduct, nor allow, illegal activity on the Leased Premises.
7. Possession. The LANDLORD shall deliver to the TENANT the possession of the Leased Premises in good condition, on the first day of the term of this lease. TENANT acknowledges that the Leased Premises have been received in thoroughly good order, Tenantable condition and repair LANDLORD, or LANDLORD'S agents, may at any reasonable time and upon prior notice, enter and view the Leased Premises, and make repairs, if the LANDLORD should elect to do so. Rent will not abate so long as Tenant is able to carry out its business in the leased premises.
8. Utilities. The TENANT shall be responsible for the timely payment of all telephone services. The LANDLORD shall be responsible for the timely payment of all other utility charges, including charges for electricity, water, sewage disposal, pest control, air conditioning, and trash removal. Further, LANDLORD shall be responsible for the timely payment of all property taxes.
9. Services. LANDLORD shall be responsible for bi-weekly janitorial service of the common area, and for daily receptionist services during regular business hours with certain exceptions. All other services provided by LANDLORD, if at Tenant's written request as set out under Clause (16) of this lease, shall be paid by TENANT on a monthly basis and in accordance with the LANDLORD'S most recent rate schedule for such services.
10. Repairs and Maintenance. The LANDLORD shall be responsible for the maintenance of the interior and exterior walls and floors, the foundation, electrical, plumbing, HVAC, capitalized cost items, structural items, the roof, outside sidewalks and grounds, and any buried pipes or conduits of the Leased Premises, and the cost thereof, unless needed repairs were caused by the negligence or the wrongful acts of the TENANT.

The LANDLORD shall be responsible for normal maintenance of the Leased Premises, interior windows, frames, and doors, and the areas common the leased premises, and the costs thereof, unless required maintenance and cleaning exceeds usual standards and/or was caused by the negligence or the wrongful acts of the TENANTS.

For Tenant's use and occupancy as set out in this lease, The TENANT shall keep the Leased Premises in clean, sanitary, and safe condition in accordance with Florida law, and in accordance with any rules or codes or regulations of any governmental agencies having proper jurisdiction including those promulgated by the City of Fort Myers. Landlord is

responsible for structural and capitalized cost items compliance with such law, rules, codes and regulations. A copy of any inspection report pertaining to the Leased Premises and from any regulatory governmental agency shall be furnished to LANDLORD by TENANT within 24 hours of receipt of same by TENANT.

TENANT will, at its own expense, repair damage caused by TENANT's negligence and make all ordinary, non-capital replacement repairs, normal wear and tear excepted.

If Tenant is negligent, The TENANT assumes all risk of any damage to the property and/or for loss of business or business operations that may occur by reason of water or the bursting or breaking of any pipes or waste water about the Leased Premises and the Dean Office Center, or from the failure of heating, cooling or other equipment, or from any act or negligence of any other occupants within the Dean Office Center, or any other person, or fire, or hurricane or other act of God, or from any cause whatsoever. The LANDLORD shall not be liable for any such damage or loss whatsoever, provided Landlord is not negligent.

11. Improvements and Alterations. At any time, and from time to time, during the terms of this Lease, or any extension thereof, TENANT may, at its option, and with written notice to LANDLORD make additions to and non-structural changes and alterations of the Leased Premises provided that such additions, changes or alterations are made at TENANT'S sole cost and expense, shall not materially impair the value of the Leased Premises, and shall be in conformity with valid laws, building ordinances and regulations then in force pertaining thereto. Whenever the contemplated costs of such additions, changes or alterations exceed Two Hundred Dollars (\$200.00) the prior written consent of LANDLORD shall be obtained, which consent shall not be unreasonably withheld, and TENANT shall submit to LANDLORD reasonable proof that TENANT possesses funds sufficient to pay the cost of such improvements. The TENANT, in exercising its rights under these obligations, shall not allow any mechanic's lien to attach against the Leased Premises and shall, if reasonably required by LANDLORD, obtain from all persons or firms intending to make improvements upon the Leased Premises, a release of their mechanic's lien upon the Leased Premises before their actual construction of commencement of the Work.

If any alterations are made without the prior written notice and/or consent of LANDLORD, LANDLORD may correct or remove the same, and TENANT shall be liable for any and all expenses incurred by LANDLORD in the performance of this work.

12. Fixtures and Improvements. All fixtures, including by not necessarily limited to, lighting fixtures, cabinets, carpeting, drapery rods, partition walls, and any structure or other improvement which are affixed to the floor, wall or ceiling surfaces of the Leased Premises, shall become the property of the LANDLORD upon the expiration of this Lease.
13. Signs. No signs or posters other than those approved by LANDLORD shall be permitted.
14. Parking. TENANT shall be responsible for TENANT'S own parking and the costs thereof.
15. Smoking. Smoking in the Dean Office Center and Leased Premises is strictly prohibited.

16. Common Area Use and Common Use Equipment. Except as provided for in this Lease, the TENANT shall have access to and use of the common areas at all times. For purposes of definition, the common areas shall include all areas which are not lease to other Tenants and includes:

- 4 Public Toilet Rooms
- 1 Break Room
- 1 Conference Room
- Public Corridors
- Public Lobby and Waiting Area
- 1 Copier / Fax / Mail and Postage Room

To insure availability of use, the conference room shall be scheduled in advance with the receptionist. The conference room may be used by any single tenant for not more than fifteen (15) hours during any weekly period, at no charge.

The TENANT shall have access to and use of the common use equipment within the Dean Office Center and at all times. For purposes of definition, the common use equipment includes:

- Refrigerator
- Microwave
- Kitchen Cabinets
- Coffee Machine
- Water Cooler
- Photocopy Machine
- Fax Machine
- Postage Machine
- Paper Cutter

The LANDLORD shall provide the equipment for use by the TENANT only, the cost of which shall be paid by TENANT in the amount shown on the LANDLORD'S most recent charge rate schedule for such use.

The TENANT shall provide its own phone service and shall pay the costs thereof.

The LANDLORD shall provide a placard holder and placard that shall be installed on/or adjoining the door the Leased Premises and which shall contain the TENANT'S suite number. The placard shall become the property of the TENANT.

No further TENANT signage shall be permitted.

17. Right of Entry. The LANDLORD, upon twelve (12) hours advanced notice (unless in the event of an emergency), has the right to enter the Leased Premises to inspect, to maintain, to repair, or to make reasonable alterations to the Leased Premises. The LANDLORD may not interfere unreasonably with the TENANT'S business. The LANDLORD may show the Leased Premises to prospective purchasers, tenants and mortgagees, during business hours

upon reasonable notice to TENANT.

18. Insurance. The LANDLORD shall be required to provide adequate insurance against loss or damage by fire and casualty for the Leased Premises to the full insurable value thereof. The TENANT shall pay any increases in fire insurance premiums that are caused by the TENANT'S business activities if it has changed as set out in this lease, provided LANDLORD supplies TENANT with written documentation of any increases.

The TENANT agrees to provide comprehensive liability insurance coverage for the Tenant's use and occupancy against any liabilities caused by any type of accident or damage to the property on the Leased Premises or surrounding areas. TENANT shall file certificates of insurance with LANDLORD prior to occupancy of the Leased Premises.

19. Tenant Indemnification. TENANT shall indemnify and save harmless the LANDLORD from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in the Leased Premises, by reason, or as a result, of the TENANT'S occupancy thereof, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof arising out of Tenant's use and occupancy; provided, however, that before the TENANT shall become liable for all of such costs, legal fees, expenses, and liabilities, the TENANT shall be given notice in writing that the same are about to be incurred and shall have the option make the necessary investigation and employ counsel of the TENANT'S own selection, for the necessary defense of any claims.

20. Default. As set out under Clause (29) of this lease, If TENANT fails to pay the rent at the time and in the manner stated, or shall fail to keep and perform any other conditions, stipulations or agreements herein contained on the part of the TENANT to be kept and performed, or if the TENANT shall suffer to be filed against TENANT an involuntary petition in bankruptcy or shall be adjudged a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the Leased Premises either in the State Courts, or in the Federal Court, then, and in any of such events, the LANDLORD may, at the LANDLORD'S option, terminate and end this Lease and re-enter upon the property, whereupon the term hereby granted, and at the LANDLORD'S option, all right, title, and interest in or under it, shall end and the TENANT shall become a TENANT at sufferance; or else the LANDLORD may, at the LANDLORD'S option, elect to declare the entire rent for the balance of the term, or any part thereof, due and payable forthwith, and may proceed to collect the same either by distress or otherwise, and thereupon the term shall terminate, at the option of the LANDLORD, or else the LANDLORD may take possession of the Leased Premises and rent the same for the account of the TENANT, the exercise of any of such options shall not be deemed the LANDLORD'S exclusive remedy; the expression "entire rent for the balance of the term", as used herein, shall mean all of the rent prescribed to be paid by the TENANT unto the LANDLORD for the full term of the Lease, less, however, any payments that have been made on account of, and pursuant to, the terms of said Lease.

In addition, the LANDLORD shall have all rights and remedies that are available under

Florida and Federal law.

If the LANDLORD breaches this Lease, the TENANT shall have all rights and remedies that are available under Florida and Federal law.

21. Holdover. In the event TENANT remains in possession of the Leased Premises after the expiration of the term, TENANT shall be deemed to be occupying the Leased Premises as TENANT from month to month at the sufferance of LANDLORD subject to all of the provisions of this Lease.
22. Abandonment. If the TENANT abandons or vacates the Leased Premises before the end of the term of this Lease, or suffers the rent to be in arrears, the LANDLORD may, at its option, cancel this Lease or peacefully enter the Leased Premises, by force or otherwise, without being liable in any way therefore, and re-let the Leased Premises with or without personal property that may be thereon, , at such price and upon such terms and for such duration of time as the LANDLORD may determine, and receive the rent therefore, applying same to the payment of rent due by these presents. If the full rental herein provided is not realized by LANDLORD, over and above the expenses to LANDLORD in such re-letting, the said TENANT shall pay any deficiency, and if more than the full rental is realized, LANDLORD shall pay over to said TENANT the excess on demand. The LANDLORD'S remedies contained in this Lease are cumulative to, and are in addition to, the rights of LANDLORD under Chapter 83, Florida Statutes, and all other remedies available by law or in equity to LANDLORD.
23. Destruction of Damage. If the building is totally destroyed or so damaged that it is rendered un-tenantable or unsuitable for LANDLORD'S use and occupancy, or if the building is condemned or declared un-saleable by order of government, LANDLORD shall have the right to terminate this Lease and an monthly rent paid or payable as of the date of such destruction, damage, or order of government shall be apportioned. Notwithstanding, the foregoing, if the damage to or the condition of the building is such that LANDLORD reasonably can and does restore the building, make the necessary repairs or comply with any such order of government within one hundred and twenty (120) days after the date of the damage or order, then this Lease shall not terminate, but the rent, equitably apportioned, shall be suspended with respect to and for so long as all or any portion of the building is, in LANDLORD'S reasonable opinion considered un-tenantable or unsuitable for the operation of TENANT'S business.
24. Compliance with Law. LANDLORD represents and warrants that the premises are presently in compliance with all statutes, ordinances, rules, orders, regulations and requirements of appropriate governmental entities. LANDLORD agrees, at its own expense, to promptly comply with the requirements of any legally constituted public authority made necessary by reason of any particular use by LANDLORD of the Dean Office Center as distinguished from general occupancy of the Dean Office Center;
25. Mortgagee's Rights. If either party fails to pay, when due, any assessments or taxes required to be paid by it hereunder or to promptly discharge any liens created by it which might affect the premises leased hereunder (including, but not limited to mechanics and/or maintenance,

restoration, or repairs required to be made by it hereunder) or TENANT fails to pay, when due, all personal property tax payable by it which might affect said premises, or fails to pay when due any items of additional rent herein above required, then LANDLORD or TENANT as the case may be, shall have the option, on ten (10) days written notice to the defaulting party, to make the payments so required of the defaulting party. Any such payments made by LANDLORD shall be added to the rental payable hereunder and shall be construed as unpaid rent and shall incur a penalty fee. Any such fee shall not exceed the annual interest rate which is the maximum allowed by law on the unpaid balance. Notwithstanding the foregoing provision of the paragraph, either LANDLORD or TENANT shall have the right in good faith to contest against a third party and such payment which, in the opinion of counsel, is illegal or excessive; provided, however, the party so contesting such payment shall give such bond or surety as the other party may reasonably request in order to protect its interest in the premises or the quiet enjoyment thereof, as the case may be.

26. Expiration. TENANT shall quietly and peacefully deliver the Leased Premises to LANDLORD in the same repair and condition in which they received it, ordinary wear and tear, fire, hurricane, or other act of God, excepted, at the expiration of the term of this Lease. This Lease shall be deemed terminated in the event of the death or disability of the TENANT.
27. Waiver. A waiver by either party of a breach, or series of breaches, of any covenant or duty of the other party under this Lease, is not a waiver of any other covenant or duty of such party, or of any subsequent breach of the same covenant or duty.
28. Breach. In the event TENANT fails to perform any of the material terms and conditions required to be performed by it hereunder and fails to or fails to start the process to cure, remedy, or commence to remedy the same within thirty (30) days after written notice from LANDLORD specifying such breach (expecting TENANT'S obligation to pay rent and additional rent when due, in which case TENANT shall make such payment within ten (10) days after receipt of written notice thereof) or should TENANT make a general assignment for the benefit of creditors or take or suffer any action under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of TENANT, the LANDLORD shall have the right, in addition to all other remedies, to terminate this Lease.
29. Severability. If any term of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.
30. Subordination, Estoppel Certificate and Attornment. TENANT agrees that this Lease shall be subordinate to any mortgage or mortgages or lien resulting therefrom or from any other method of financing or refinancing, now or hereunder in force against the land and/or building of which the Lease Premises are a part, and to all advances made or hereafter to be made upon the security hereof. This shall be self-operative and no further instrument of subordination shall be necessary to evidence such subordination. However, the TENANT, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent hereof as shall be required by the LANDLORD any such instrument of

certificate, if ten (10) days after the date of actual receipt by TENANT of written request by LANDLORD to execute instruments, TENANT shall not have executed the same, then Tenant is deemed to be in default of this lease.

Within ten (10) days after a written request thereof by LANDLORD, or in the event that upon any sale, assignment or hypothecation of the Lease Premises and/or land hereunder by LANDLORD an estoppel certificate to any proposed mortgagee or purchaser or to the owner certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereon or starting those claimed by the TENANT.

TENANT shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by the LANDLORD covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such as the LANDLORD under this Lease.

LANDLORD agrees and will use all due diligence to procure the agreement of any mortgage of the Dean Office Center that anything herein to the contrary notwithstanding, so long as TENANT shall pay the rent timely and otherwise comply with the provisions of the Lease and cure any defaults within the time allowed by the Lease, TENANT shall have the quiet use and enjoyment of the Premises, TENANT'S possession of the Premises and TENANT'S rights and privileges under the Lease shall not be interfered with by mortgagee; TENANT'S occupancy of the Premises shall not be disturbed by mortgagee during the term of the Lease; and mortgagee shall not join TENANT as a party defendant in any action or proceeding for the purpose of terminating TENANT'S interest and estate under the Lease because of any default under any such mortgage, provided that TENANT (a) shall join in the execution and delivery of that agreement; (b) shall agree to the effect that if such mortgagee shall succeed to the interest of the LANDLORD under this Lease (whether as a consequence of a foreclosure or any other circumstances), TENANT shall be bound to the mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease remaining after that succession; (c) attorn to such mortgage as its LANDLORD upon such succession, and (d) shall agree to such other terms and conditions that are imposed by the mortgagee as a condition to the latter granting its non-disturbance agreement, provided such conditions do not accomplish any of the following; change the premises demised; required an increase in TENANT'S rental or other payments required of TENANT by the Lease; abridge the term; surrender TENANT'S option to renew; expend funds that TENANT is not obligated to expend under the terms of the Lease; or in any other manner to enlarge the obligation of the TENANT under the Lease and/or contradict this Lease.

31. Quiet Enjoyment. LANDLORD warrants to TENANT that he has lawful title to the premises and only to TENANT'S performance of its obligations and duties hereunder, that TENANT shall peaceably and quietly have hold and enjoy the premises for the term of this Lease. Sound producing instruments shall be operated at a sound level that shall not be audible outside of the Leased Premises.

32. Memorandum of Lease. Either party shall have the right to record a memorandum of the essential terms of this Lease and the other party agrees to execute such memorandum in form for recording.

33. Amendments. Any amendments, changes or modifications of this Lease not appearing on the pages hereof and initialed by both parties, shall be made by a rider or other written instrument signed by both parties and attached herein.
34. Assignment / Subletting. TENANT shall not, under any circumstances, assign or sublet the Leased Premises.
35. Corporate Authority. If TENANT signs as a corporation each of the persons executing this Lease on behalf of TENANT does hereby covenant and warrant that TENANT is a duly authorized and existing corporation, that TENANT has and is qualified to do business in Florida, that the corporation has full right and authority to enter into this Lease, and that any person signing on behalf of the corporation has authority to do so.
36. Individual Guarantors. The undersigned individual guarantors do hereby agree to be bound by the terms and conditions contained herein and do acknowledge that part of the consideration for LANDLORD'S entering into this Lease with the TENANT is the individual guarantees.
37. Construction. Whenever used in this Lease, the singular number shall include the plural, and the plural number shall include the singular, and use of any gender shall include all genders. The paragraph headings in this Lease are for convenience of reference only and shall not be used as an aid in the construction of any provision.
38. Entire Agreement. This Lease contains the entire agreement of the parties. This Lease shall not be modified, altered, or extended except in writing signed by both parties.
39. Attorney's Fees. The prevailing party in any legal action to enforce rights created by this Lease shall be entitled to costs and reasonable compensation for attorney's fees from the non-prevailing party including appeals.
40. Notice Addresses. Unless either party is notified otherwise in writing, the notice address for the LANDLORD is The Dean, 1415 Dean Street, Suite 100, Fort Myers, Florida 33901, and the notice address for the TENANT is 1415 Dean Street, Suite , Fort Myers, Florida. Any notice must be sent to the proper address above by registered or certified mail, with a return receipt requested.
41. Good Faith. All duties and obligations under this Lease, and all attempts to enforce rights under this Lease shall be governed by reasonable commercial standards of good faith.
42. Florida Law. This Lease shall be interpreted and construed under the laws of the State of Florida.

[END OF TEXT]

WITNESSED:

LANDLORD:

The Dean

Signature of Witness

By: _____

Lauren Baugh, Property Manager
The Historic Dean Building

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, on behalf of The Dean. He (She) is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

(Official Seal)

Notary Public _____

Printed Name of Notary: _____

Commission No. _____

My Commission Expires: _____

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WITNESSED:

TENANT:

Signature of Witness

By: _____

Printed Name of Witness

Printed Name and Title

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, on behalf of the corporation. He (She) is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

(Official Seal)

Notary Public _____
Printed Name of Notary: _____
Commission No. _____
My Commission Expires: _____

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SPECIFIC GUARANTY

FOR VALUE RECEIVED, the undersigned, jointly and severally, hereby guarantee performance and payment of the obligations of the Lessee contained in a Commercial Lease between The Dean, a Florida limited partnership, LANDLORD, and -----, TENANT, for certain office space located at 1415 Dean Street, Suite , Fort Myers, Florida 33901, dated the ----- day of -----, 2013.

This guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

GUARANTOR:

By: _____

Printed Name and Title

Date: _____

WiFi Offered at no cost- This is an UNSECURED connection.

0.10 = per black copy

0.25 = per color copy

0.10 = incoming faxes / pg

0.50 = outgoing faxes / pg

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