REGISTERED AGENT AND CORPORATE SERVICE AGREEMENT

Tiesenga & DeBoer LLP a law firm with its professional place of business at 1200 Harger Road, Suite 830, Oak Brook IL 60523 (the "**Firm**"), duly represented by one of its attorneys in their capacity as an attorney and agent for the Firm (hereinafter referred to as the "**Registered Agent"** or "**Agent**"), hereby enters into this Agreement with the corporation or limited liability the Company more fully identified at the end of this Agreement (the **"Company").**

Article 1: Scope of Services

1.1 The Company is hiring the Agent to act as registered agent for the Company:

- In the Company's State of Formation of Illinois; or
- In concert with the Registered Agent's local agent or affiliate or contractor located in the Company's State of Formation other than Illinois; and
- As the Company's Illinois Registered Agent to make filings and receive process on behalf of your the Company that is formed in a State other than Illinois.

and the Registered Agent agrees to act as the Company's registered agent in respect of the following:

a) To accept official mail, notices, correspondence and process of service on behalf of the Company, where the Agent is duly authorized to receive any and all proofs of services in the event of a legal action or lawsuit;

b) To provide a physical address where governmental authorities can send official documents required each for tax and legal purposes, such as tax notices and annual report notices, court documents or other legal notices; and

c) To route official documents to the Company's corporate secretary or governance office, including but not limited to any mail and official documents received on behalf of the Company and forward any and all documents related to the Company per Authorized Representative's instructions.

Article 2: Rights and Obligations of the Authorized Representative:

The Authorized Representative of the Company undertakes that it will:

2.1 Keep the Agent advised of its and the Company's correct current address, telephone and fax numbers at all times so that the Agent may contact the Authorized Representative and/or the Company and to accept all mail and other deliveries promptly from the Agent. The Company hereby acknowledges that failure to comply with the forgoing may cause the Company harm and further agrees to indemnify and defend the Agent from any and all liability for any harm that may arise because of its failure. The Company agrees to update all information shown on any Corporate or LLC Data Sheet (the "Data Sheet") kept by the Agent.

2.2 Deliver as soon as possible to the Agent all documents of the Company that will enable the Agent to fulfil its obligations under this Agreement. This includes certified copies of the articles of incorporation, any deeds, resolutions amending such articles of incorporation, the original minutes of all annual general meetings and extraordinary meetings of shareholders or members, as well as the minutes of any board of directors or manager meetings, to the extent not already delivered to the Agent.

2.3 Deliver to the Agent all documents and certificates required by the applicable law or governmental authorities.

2.4 Inform the Agent as soon as possible of all changes know regarding the allotment of the shares or other ownership interests in the Company or any change of the Company's management.

2.5 Inform the Agent as soon as possible of any alteration in the Company's financial situation which should be documented in the Company's books and records, including any lease renewals, option periods, or other matters requiring documentation of corporate or the Company action;

2.6 The Company further undertakes to refrain from doing anything, such as to give the impression to third parties that the Agent is in relation with or in relationship with the Company, other than being the domiciliary agent of the Company.

2.7 Reimburse the Agent immediately upon first demand against production of vouchers of all expenses, registration costs, notary fees, and similar expenditure and expenses of communication that the Agent has incurred for the account of the Company, provided that such expenses are not discharged under an applicable retention letter or other agreement.

2.8 Pay the Agent the annual amount requested in the Agent's annual letter relating to the Company's annual report as annual remuneration for the services provided by the Agent to the Company. If payment is not made, the Agent and Firm shall have no responsibility for making any filing, and no responsibility for the consequences of a filing not being made.

Article 3: Rights and obligations of the Agent:

3.1 The instructions to the Agent will be given by persons entitled to do so by the duly acting agents of the Company. Any modification in the capacity of giving such instructions will only be binding if duly notified to the Agent. The Agent will not take any initiative in respect of any action without instruction on the part of the Company. The Agent shall not incur any liability in acting on the instructions of the Company.

3.2 As domiciliary and administration agent of the Company, the Agent will undertake, except otherwise provided, and in compliance with the law or custom in practice, the following obligations:

a) Will hold copies of all administrative documentation required for the minute book of the Company at the registered office thereof.

b) Prepare, retain and administer the registered share register of the Company and perform all registrations at the request of the Company in compliance with the Company's Articles of Incorporation or other organic Company documentation provisions.

c) Prepare basic minimum owner and director consents to keep the Company constituted pursuant to applicable law, all of which shall be in the form of unanimous consents unless specifically agreed otherwise by the Firm.

d) Take notice of all correspondence, notification as well as any other communication addressed to the Company without any other obligation than to transmit it to the Company.

Article 4: Responsibility

4.1 The Agent will not undertake any action regarding any matter shown on the Data Sheet without the instruction of the Company. The Agent shall not be responsible for reminding the Company of any lease renewals, option exercise deadlines, consequences of the Company failing to return annual reports or other documents for filing with any governmental office, or any similar Company action.

4.2 The Agent will not be considered a fiduciary agent or trustee of the Company, the members, shareholders or of any third party, creditor or debtor in any manner whatsoever of the Company or its managing bodies.

4.3 The Company will discharge, hold harmless, defend and indemnify the Agent, except in case of gross or intentional fault, of any liability or any action or request of any kind filed against the Agent by any third-party asserting liabilities against the Company.

Article 5: Fees and Expenses

5.1 Pursuant to this agreement, each year the Company shall pay to the Agent a fee set forth in the Agent's annual letter, which may be increased or decreased by the Agent's written notice to the Company and integrated herein by reference, without physical modification or attachment to this document.

5.2 The aforementioned remuneration shall be payable at such times as requested by the Agent. Such remuneration will be due each time for a one-year period without any right for total or partial reimbursement in case of termination of the present Agreement by the Company or by the Agent during the year.

Article 6: Duration and Termination

6.1 This Agreement is made for an unlimited period.

6.2 This Agreement it may be terminated at any time by either party.

6.3 The Agent shall return to the Company no later than the termination date of this Agreement all original printed documents (the "Company Documents") contained in the Company's minute book kept by the Agent.

6.4 In the event that upon termination, the Company shall fail to take delivery of documents held by the Agent on behalf of the same, the Agent may deposit such documents with a custodian of its own choosing in Illinois at the expense of the Authorized Representative, the Agent being exonerated from all liability regarding such custodianship.

6.5 The Company's use of the Agent's services stipulated in this Agreement shall be sufficient evidence of the Company's agreement to accept and be bound by this Agreement.

Article 7: Miscellaneous

7.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be determined by the Circuit Court of the 18th Judicial Circuit of Illinois in accordance with Illinois law.

7.2 This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective successors, and no other party shall have or acquire any right by virtue of this Agreement.

7.3 The parties hereto agree that this Agreement and any amendment thereto may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and that each party hereto undertakes to provide the other party hereto with a copy of this Agreement, including any amendment thereto, bearing original signatures forthwith.

7.4 This Agreement may be amended and revised in any way and published on the Firm website. Such updated version shall take effect immediately upon notice to the Company or Authorized Representative that such update has been made. If the Company does not accept any such updated Agreement from time to time, the Company may immediately terminate this Agreement with notice to the Firm.