

Commercial Lease

August 15, 2009

This lease is made between **Emmett "Pete" Dammon of Dammon Office Leasing**, herein called Lessor or Landlord, and **TMG Services**, herein called Lessee or Tenant. Lessee hereby offers to lease from Lessor the premises situated in the City of Slidell, Parish of St. Tammany, State of Louisiana, described as **Suite E 554 Old Spanish Trail, Slidell, LA 70458** upon the following TERMS and CONDITIONS:

1. Premises

The Landlord leases to Tenant, and Tenant hires from Landlord, subject to the terms, provision, covenants, conditions and limitations hereof, those certain demised premises ("Premises") as described herein:

554 Old Spanish Trail
Street Address

E
Suite Number

Slidell, LA 70458
City/State/Zip

2. Term and Rent. Lessor demises the above premises for a term of one (1) year, commencing August 15, 2009, and terminating at midnight on August 14, 2010, or sooner as provided herein at the annual rental rate of Eight Thousand Two Hundred Eighty Dollars (\$8,280.00) payable in equal monthly installments of \$690.00 in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the following address:

Dammon Office Leasing
1095 Florida Ave.
Slidell, LA 70458

3. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within fifteen (15) days of the commencement of the term hereof.

4. Use. Lessee shall use and occupy the premises for an office. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

5. Security Deposit. No security deposit is required.

6. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing, cooling and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as porches and sidewalks, which would otherwise be required to be maintained by Lessor.

7. Utilities & Waste. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity and telephone services. In the event that any utility or service provided to the premises is not

separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting and A/C. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Waste pick up and removal services and water are included in lease payment.

8. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of Twelve (12) months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the lease shall increase by 5% per year. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

9. Taxes. Landlord shall promptly pay all Real Estate Ad Valorem Taxes or special assessments assessed or levied with respect to the Building during this lease Term. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 16 percent (16%) of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

10. Insurance. Landlord shall maintain fire and extended risk insurance which includes malicious mischief coverage and insures the current Building replacement value.

Lessee, at his expense, shall maintain during the Lease Term and any extension or renewal thereof commercial general liability insurance to protect against any personal injury, death, or property damage liability resulting from any use of or accident occurring in or about the Building of which the Premises are a part, with combined single limit coverage of \$1,000,000 and \$2,000,000 aggregate. Tenant will be responsible for any claims or occurrences that happen inside or outside the building including the parking lot.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

11. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

12. Holdover

Any holding over after the expiration of the Lease shall be on the basis of a tenancy from month to month upon the same rent, terms and conditions of this lease.

13. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees.

14. Signs. The Tenant may install on the exterior of the Building and interior of windows of the Premises such signs and window lettering as it deems necessary to proper in the conduct of Tenant's business provided such signs and window lettering conform to requirements imposed by law and Tenant has obtained the consent of the Landlord. However, Tenant, reserved the right to make changes to sign design, configuration and size as it deems appropriate during the Lease Term so long as the above requirements are met, along with requirements of St. Tammany Parish. Tenant shall, at

Tenant's expense, obtain necessary permits for sign.

15. Repairs. Lessee shall be responsible for 100% of the maintenance and repairs. The Tenant shall make all ordinary repairs to the Premises' interior walls, floors, ceiling, inside doors, plumbing, heating/air conditioning equipment, and electrical facilities exclusively serving the Premises, except for such repairs as are made necessary from damage covered by insurance required of Landlord under the terms of this Lease. For the purposes of this Lease, "ordinary repairs" are those with a total single occurrence cost of \$500.00 or less. The landlord shall make all repairs and replacements not required to be made by Tenant (except repairs to or replacement of improvements or equipment installed by the Tenant) necessary to maintain the Premises in a safe, dry tenantable condition including but not limited to, exterior walls and doors, roof, subfloors, plumbing services and fixtures, foundation and structural portions, electrical panels, piping and replacement of work-out plumbing services, fixtures and heating and air conditioning equipment which cannot be restored to normal use by ordinary repairs.

The Tenant may make any repairs of an emergency nature to correct a dangerous situation on the Premises without relieving the Landlord from any liability or waiving any of Tenant's rights. If upon completion of the repairs, the cost of such repairs are not reimbursed by the Landlord within thirty (3) days of request of same, Tenant may deduct the cost of such repairs from the rent to be paid under this Lease, beginning with the next rental payment due.

Landlord shall insure the Building and the Premises are free from foul and noxious odors, pests, insects, and rodents due to any cause other than Tenant's specific use of the Premises. Tenant shall take reasonable and ordinary extermination procedures to insure that such odors, pests, insects, and rodents caused by Tenants' specific use of the Premises are eliminated and/or contained.

16. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

17. Landlord's Alterations or Additions. Landlord reserves the right to make repairs, additions, or alterations to the Building, including the Common Areas. However, in the event Landlord makes such additions, alterations, or repairs, Landlord agrees to use its best efforts not to unreasonably interfere with or disturb Tenant's business.

Landlord acknowledges that the ease of access to and visibility of the Premises were material considerations in Tenant's entering into this Lease, and that in the sole opinion of the Tenant, a substantial diminution of the ease of access to or visibility of the Premises will result in the Premises no longer being suitable for the purposes of which it was intended when Tenant entered into this Lease.

18. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

19. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

20. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

21. Surrender. The Tenant, on the last day of the Lease Term or any extension or renewal thereof, will surrender the Premises in as good a condition as when delivered to the Tenant, ordinary wear and tear, loss by fire, the elements, or by

any cause beyond the Tenant's control excepted. Upon such surrender Landlord and Tenant or their representatives shall perform a walk through inspection of the Premises and Landlord shall acknowledge in writing receipt of the keys and acceptance of the Premises. Failure of the Landlord to complete the inspection or execute the receipt within five (5) days after the day of the inspection shall be deemed an acceptance that the information contained therein is correct.

22. Ordinances and Statutes. Lessee, at Lessee's expense, shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

23. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof.

The Tenant will indemnify and hold the Landlord harmless from and against any and all actions, damages, liability and expense in connection with personal injury, death, and damages to property arising from or out of the use and occupancy by the Tenant of the Premises or any part thereof, to the extent such loss, injury, or damage is the result of the negligent acts or omissions of Tenant, its employees, agents, or contractors.

24. Mutual Waiver of Subrogation. Landlord and Tenant shall purchase insurance on their respective real and personal property. The insurance and respective deductibles, limits, conditions, and exclusions are purchased only for each party's own respective interests. Therefore, Landlord and tenant and all parties claiming under, by, or through them hereby mutually release and discharge each other and their agents, employees, contractors, or subcontractors for all damage, to the extent required to be insured hereunder to real and personal property and consequential property loss of every description on or about the vicinity of the Premises, regardless of the deductibles, limits, conditions, or exclusions, whether caused by negligence in whole or in part by Landlord or in whole or in part by Tenant. Each party shall obtain from their property insurers any waivers or special endorsements if required by the property insurer to evidence compliance with the aforementioned waiver.

25. Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease:

a) Tenant shall fail to pay the base Rent by the First of the month. Rent paid after the fifth (5th) of the month shall be with penalty of a \$50.00 late fee and a \$10.00 per day late fee per day starting on the sixth of the month until paid in full in addition to \$100.00 for any NSF checks.

b) Tenant shall fail to comply with any term, provision or covenant of this Lease, including the payment of Base Rent and shall not cure such failure within Ten (10) days after Tenant's receipt of written notice thereof, or in the event such failure to comply cannot reasonably be cured within Ten (10) days, Tenant fails to commence and diligently pursue such curative action as may be reasonably required to effect such cure. **The tenant agrees to vacate the premises, no later than the first day after thirty days of default for non payment of the base rent and including all late fees due from the past due date of the fifth. Tenant also waives their right to the process of a formal eviction upon request to vacate the premises by Lessor for failure to pay the base rent of compliance with the lease terms.**

26. Lessor's Remedies on Default. Upon the occurrence of any event of default, Landlord shall have the option by legal process to pursue any one or more of the following remedies:

a) If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 21 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

b) In the event of termination, Landlord may declare due and payable the remaining Base Rent due under this Lease.

No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Tenant. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies Landlord may have by law. Forbearance by Landlord to enforce one of more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any such violation or default.

27. No Implied Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

28. Landlord's Default and Tenant's Remedies. Landlord shall be deemed to be in default under this Lease if Landlord shall fail to comply with any term, provision, or covenant of this Lease and shall not cure such failure within thirty (30) days after receipt of written notice thereof to Landlord, or twenty-four (24) hours if the default shall fundamentally interfere with Tenant's use or occupancy of Premises or from carrying on business, or (with respect to defaults that do not fundamentally interfere with Tenant's use or occupancy of the Premises or from carrying on business) in the event such failure to comply cannot reasonable be cured within thirty (30) days, Landlord fails to commence cure within thirty (30) days and pursue to a diligent conclusion. In the even the Landlord is in default under this Lease Tenant may, at its option:

a) pursue any right or remedy in equity to seek specific performance by Landlord. In the event Tenant seeks such specific performance, the Base Rent due under this Lease shall abate from the date of default until such default is corrected, by lawful process or otherwise; or

b) cure Landlord's default without relieving the Landlord form any liability or responsibility or waiving any of Tenant's rights under this Lease. If upon the completion of cure of such default the cost of such cure is not reimbursed by the Landlord to Tenant within ten (10) days of receipt of written invoice form Tenant to landlord, Tenant may deduct the cost of such cure from any Base Rent or other payment sowed under this lease; or

c) terminate this Lease by giving Landlord written notice and this Lease shall terminate and be void as of the date given in such notice. In the event of such termination, this lease shall be of no further force and effect, and neither party shall have any rights or obligations hereunder.

29. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.

30. Quiet Enjoyment. Landlord covenants and agrees with the Tenant that upon Tenant's paying rent, and performing all other covenants and conditions contained herein on Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises for the Lease Term and any extensions or renewals thereof, without hindrance or molestation by Landlord or anyone claiming by, through, or under Landlord. It being further agreed that, if at any time during the Lease Term or any renewal or extension thereof, the Tenant's quiet and peaceful possession and enjoyment of the Premises is disturbed as a result of Landlord's breach of the aforesaid covenant, Base Rent shall abate until Landlord has restored Tenant's quiet and peaceful possession and enjoyment. If peaceful possession and enjoyment cannot be restored within ninety (90) days of notice, the Tenant may, by written notice to Landlord, terminate this Lease as of the ninetieth (90th) day after Tenant delivers written notice of Landlord's breach of its covenant of quiet enjoyment to the Landlord. In the event of such cancellation, this Lease shall be of no further force and effect, and neither party shall have any rights or obligations hereunder.

31. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

32. Sale of Property. If the Landlord sells the property prior to the Commencement Date, Landlord must immediately notify the Tenant in writing at least ten (10) days prior to the date set for the consummation of the sale, and Tenant shall have the right to record this Lease or take other reasonable actions to secure Tenant's leasehold interest. If the Landlord fails to notify the Tenant within the period specified above, the Landlord shall be responsible for any damages resulting to the Tenant from Tenant's inability to timely record the Lease or take other reasonable actions to secure its leasehold interest, including but not limited to increased rental and all costs of relocating.

33. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Tenant will, from time to time, upon request by Landlord, execute acknowledge, and deliver to Landlord a statement in writing executed by Tenant certifying that Tenant is in possession of the Premises under the terms of this Lease, that this Lease is unmodified and in full effect (or, if there has been modification, that this Lease is in full effect as modified, and setting forth such modification), stating the dates to which the rent has been paid, and either stating that to the knowledge of Tenant no default exists hereunder, or specifying each such default of which Tenant may have knowledge, and such other matters as may be reasonably requested y Landlord, it being intended that any such statement by Tenant may be relied upon by prospective purchaser(s) or mortgagee(s) of the Building.

34. Construction. Tenant accepts premises in "as is" condition.

35. Rules and Regulations. Tenant and Tenant's agents and employees, will comply with the reasonable and uniform rules and regulations of the Building and related facilities. Landlord shall have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner and uniform as may be deemed advisable for safety, care or cleanliness of the Building, the premises, or related facilities and for preservation of good order therein all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and shall be carried out and observed by Tenant.

36. Unacceptable Tenant. Landlord acknowledges that disreputable tenants will injure the reputation of the Building, and of the Tenant. Landlord agrees that it will not lease space in the Building to any tenant whose business injures the character or reputation of the Building or of its tenants. Included among businesses that might injure the reputation of the Building are game rooms, massage parlors, modeling studios, head shops or other drug paraphernalia shops, abortion clinics or related offices, and stores which sell pornographic materials. This list is not all-inclusive; it merely serves as a guide to determining the type of business to which this paragraph applies.

37. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

38. Force Majeure. Except for the obligation of Tenant to pay Base Rent and other charges due under this Lease, whenever a period of time is herein prescribed for action to be taken by either Landlord or Tenant, neither shall be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, Acts of God, war, governmental laws, regulation or restriction or other causes which are beyond the control of either party.

39. Applicable Law. This Lease will be governed by the law of the State of Louisiana and will be construed and interpreted according to that law.

40. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The terms, provisions, covenant and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors-in-interest, assigns, and legal representatives, except as may be otherwise expressly provided in this Lease. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

41. Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this lease nor in any way affect this Lease.

42. Authority to Execute. The signatories of this document each represent that they have been duly authorized to execute this document.

Signed this 15 day of August , 2009.

Lessor: _____

Lessee: _____