

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor  
ALC HOLDINGS LLC, et al.

Bankruptcy Case No. 11-13853(MFW)  
Chapter 11 Proceeding

A. CREDITOR INFORMATION

Name and Address of Creditor  
John Westfall  
16630 N. Dale Mabry Highway  
Tampa, FL 33618-1400

- ☐ Check if you never received any notices from the bankruptcy court in this case.  
☐ Check if this address differs from the address on the envelope sent to you by the court.  
☐ Check and attach copy of assignment if claim has been assigned to you.

Number by which creditor identifies debtor:

Check here if this claim:

- ☐ Replaces  
☐ Amends a previously filed claim dated: \_\_\_\_\_  
☐ Supplements

B. CLAIM INFORMATION

1. BASIS FOR CLAIM:

- ☐ Goods purchased  
☐ Services performed  
☐ Monies loaned  
☐ Other forms of contract (identify)  
☐ Personal injury/Wrongful death/Property damage  
☒ Other (Describe briefly) Office Center Lease

☐ Wages, Salaries and Commissions (Fill out below)  
Your social security number \_\_\_\_\_  
Unpaid services performed from \_\_\_\_\_ to \_\_\_\_\_  
Nature of services (Describe briefly)

2. DATE DEBT WAS INCURRED: November 7, 2005

3. CLASSIFICATION OF CLAIM: Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Priority, (3) Secured. It is possible for a claim to be partly in one category and partly in another - such as wage claim which may be a priority claim for the first \$2,000 and an unsecured nonpriority claim for the balance. Classify the nature of the claim by CHECKING THE APPROPRIATE BOX OR BOXES which you believe best describes the claim. STATE THE AMOUNT OF THE CLAIM.

☒ UNSECURED CLAIM \$ 72,162.38  
Attached is copy of Office Center Lease.

4. TOTAL AMOUNT OF CLAIM: \$ 72,162.38 + \$ \_\_\_\_\_ + \$ \_\_\_\_\_ = \$ 72,162.38  
(Unsecured) (Secured) (Priority) (Total)

5. Attach copies of documents in support of this claim, such as purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

6. This form should not be used to make a claim for expenses incurred after the filing of the bankruptcy petition. Such expenses may be paid only upon proper application and notice pursuant to 11 U.S.C. §503.

7. CREDITS AND SETOFFS: Attach an itemization of all amounts and dates of payments which have been credited against the debt. Set forth any setoff of counterclaim which the debtor may have against your claim.

8. To receive an acknowledgment of the receipt of your claim, enclose a stamped, self-addressed envelope and a copy of your claim.

C. CERTIFICATION

The undersigned certifies under penalty of perjury that the debtor named above is indebted to the claimant in the amount shown, that there is no security for the debt other than that stated above or in an attachment to this form, that no unmatured interest is included, and that the undersigned is authorized to make this claim.

Date: 12/19/11

JOHN WESTFALL

Title: Creditor

Penalty for Presenting Fraudulent Claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, Title 18, U.S.C. §152 & §3623

RECEIVED

JAN 05 2012

BMC GROUP

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the above has been furnished by U.S. Mail this 21<sup>st</sup> day of December,

2011, to the following:

ALC Holdings LLC  
24555 Hallwood Court  
Farmington Hills, MI 48335

Jeffrey R. Drobish, Esquire  
LANDIS RATH & COBB LP  
919 Market Street, Suite 1800  
Wilmington, DE 19801  
Attorney for ALC Holding LLC f/d/b/a ALC-New Tampa LLC

Kerri K. Mumford, Esquire  
LANDIS RATH & COBB LP  
919 Market Street, Suite 1800  
Wilmington, DE 19801  
Attorney for ALC Holding LLC f/d/b/a ALC-New Tampa LLC

United States Trustee  
844 King Street, Room 2207  
Lockbox #35  
Wilmington, DE 19899-0035

ROBERT S. WISE, P.A.

By: 

Robert S. Wise, Esquire  
1205 West Fletcher, Suite A  
Tampa, Florida 33612-3633  
(813) 968-8668  
Attorney for JOHN WESTFALL

## OFFICE CENTER LEASE

THIS LEASE MADE THIS \_\_\_\_ day of \_\_\_\_ 2005, by and between **John Westfall** hereinafter called (the "Lessor") and **Florida ALC Holdings, LLC** (the "Lessee"), whose address is **5111 Ehrlich Road, Suite 119, Tampa, Florida 33624** [contact person: **David Banning Jr.** telephone, business: **(813)220-3315** cell: \_\_\_\_\_, business fax: **(813)926-1698** home: \_\_\_\_\_] and \_\_\_\_\_ hereinafter called Lessee.

### WITNESSETH

Lessor hereby leases to Lessee, upon the terms and conditions hereinafter set forth, the building space (hereinafter called "Premises") consisting of approximately **1,500** square feet. The building located **2148 Ashley Oaks Circle, Suite 102, Wesley Chapel, Florida, 33543 Pasco County, Florida.**

1. **CONSTRUCTION.** All improvements in the premises, including but not limited to custom display windows and entryways, walls, plumbing, electrical systems and equipment, will be installed by Lessee at Lessee's cost; such improvements shall be subject to the written approval of Lessor, and shall be performed by licensed contractors.

2. **TERM.** The term of this lease is for a period of **five (5)** years from the date of rental commencement. The date of commencement is **approximately February 1, 2006. However, there could be delays due to construction scheduling.** June 1, 2006

3. **RENT.** For the first year of this Lease, the Lessee shall pay to Lessor the annual minimum rental of **19.50** Dollars per square foot, for a total of **29,250** Dollars per year in equal consecutive monthly installments of **2,437.50** plus sales tax at the rate of **7%\***. 3343-75

For the second year of this Lease, the Lessee shall pay to Lessor the annual minimum rental of **20** Dollars per square foot, for a total of **30,000** Dollars in equal consecutive monthly installments of **2,500.** plus sales tax at a rate of **7%\*** each on the first day of each month in advance.

For the third year of this Lease, the Lessee shall pay to Lessor the annual minimum rental of **20.50** Dollars per square foot for a total of **30,750** Dollars in equal consecutive monthly installments of **2,562.50** plus sales tax at the rate of **7%\*** each on the first day of each month in advance.

For the fourth year of this Lease, the Lessee shall pay to Lessor the annual minimum rental of **\$21.** Dollars per square foot for a total of **31,500** Dollars in equal consecutive monthly installments of **2,625** plus sales tax at the rate of **7%\*** each on the first day of each month in advance.

For the fifth year of this Lease, the Lessee shall pay to Lessor the annual minimum rental of **21.50** Dollars per square foot for a total of **32,250** Dollars in equal consecutive monthly installments of **2,687.50** plus sales tax at the rate of **7%\*** each on the first day of each month in advance.

In the event sales tax rate is increased over the current rate of 7%\* at any time during the term of this lease, the increase will be passed on to the Lessee(s).

If the commencement date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as minimum guaranteed rental for the balance of such calendar month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from the Commencement Date to the end of the calendar month during which the commencement date shall fall bears to the total number of days in such month.

Rent may be paid by Lessee or by an assignee of Lessee or by a subtenant, having been approved by the Lessor. It is understood that applicable sales and use tax is to be paid by the Lessee for each installment under the original term and any option period.

4. **ADDITIONAL RENT.** In addition to the base rent, Lessee shall pay as additional rent a share of: (a) all real estate taxes and assessments assessed, imposed, or levied against 2148 Ashley Oaks Circle. (of which Lessee's premises are a part), during any fiscal tax year which occurs wholly or partly during the term of this Lease; (b) all insurance including liability, fire and casualty on the building and common areas of Center, (c) all common area maintenance charges including, but not limited to parking lot repair and maintenance, lawn service, common area lighting, trash removal and utility (water and sewer) charges; and (d) administrative management fee; (e) Seven Oaks CDD and maintenance fees.

The estimated amount due from Lessee as his share shall be \$5.50 per square foot per year plus all applicable State of Florida Sales and Use Taxes and shall be payable monthly with the base rent. This amount will be adjusted at the end of each year.

5. **RENT DURING EXTENDED TERM PERIODS.** During any extended term period all terms and provisions of this Lease shall remain in full force and effect except that the monthly rent payment will be increased by 4% per year.

6. **HOLDOVER TENANT.** Upon termination of this lease, the Lessee may, with the express consent of the Lessor, remain in possession of the premises on a month-to-month basis, upon the following terms and conditions:

1. The Lessee obtains the written consent of the Lessor, which consent may be withheld at the sole discretion of Lessor;
2. The Lessee shall be in full compliance with all terms and conditions of lease;
3. The Lessee shall pay rent at the rate of 125% of the rent payable at the time of termination of the lease agreement; and,
4. The Lessor may terminate the lease by providing 15 days' notice of termination. In the event Lessee fails to vacate the premises within 15 days, then Lessee shall be deemed a holdover tenant, and shall be responsible to pay rent at 200% of the rent payable at the time of termination of the original lease.

7. DEPOSITS. The Lessor hereby acknowledges receipt of \$3,500. Dollars Security Deposit as security for the performance of Lessee's obligations under this Lease, including without limitation the surrender of possession of the Premises to Lessor as herein provided. Upon default hereunder by Lessee, Lessor may apply said deposit to any loss or damage resulting from such default. The security deposit shall not be considered rent and shall not be credited against any rents due under this Lease. Lessee further will pay 3,343.75 Dollars for the first monthly installment of annual minimum rental and expense amounts herein set out, including sales tax.

8. COVENANT TO PAY RENT. Lessee shall pay the rent and any additional rent as herein provided to Lessor at Lessor's address stated herein or at such other place as Lessor shall designate in writing without demand and without counterclaim, deduction or set-off. If the Monthly Rent Payment is not paid within five (5) business days after its due date, Lessee also agrees to pay with said Monthly Rent Payment an additional rent equal to ten per cent (10%) of the past due Monthly Rent Payment.

9. POSSESSION. The taking of possession of the Premises by Lessee and the commencement of interior improvements by Lessee shall constitute complete acceptance of the Premises in their then condition, and a waiver of any obligation of Lessor to make any further improvements to the Premises. Lessee agrees to execute an estoppel letter or letter of acceptance at the time Lessee takes possession. Lessee further agrees to furnish Lessor, at the time of taking possession, with Certificate of Occupancy giving proof of Lessee's compliance with the insurance requirement of this lease. Lessee further agrees to furnish to Lessor at Lessor's request an executed estoppel letter stating the amount and date due of the monthly rental payment and that neither Lessor nor Lessee are in default under the terms of this Lease.

10. USE OF THE PREMISES. Lessor represents and warrants that the leased premises may be used and occupied for the conduct of a **Professional Office** and for no other use. Lessee hereby agrees that it, its successors and assigns, shall not use nor permit the use of the demised premises for any other use. Tenant shall not suffer or permit any coin-operated games, pin-ball machines, video or television games, juke boxes, or any coin-operated music or amusement devices, games, machines, or amusements without prior written consent of Lessor.

11. PETS ON PREMISES. Lessee hereby agrees that it, its successors and/or assigns, shall not permit the habitation of animals on the premises.

12. CARE OF PREMISES. Lessee shall commit no acts of waste and shall take good care of the premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and municipal governments and any of their departments. Tenant shall keep the premises in a clean and sightly, first class condition.

13. MAINTENANCE AND REPAIR. Lessee shall repair any damage to the premises caused by Lessee or by any of Lessee's employees, agents, customers, invitees or licensees, excluding ordinary wear. Lessee shall maintain the interior of the Premises including all doors, windows, plumbing, air conditioning and heating equipment, plate glass, and change air conditioning filters on a regular basis, and Lessor agrees, whenever possible to extend to lessee the benefit of any enforceable manufacturer's warranties on such equipment. If Lessee refuses or neglects to make repairs and/or refuses to maintain the Premises or any part thereof in a manner

reasonably satisfactory to Lessor, Lessor will notify Lessee of its election to make such repairs or perform such maintenance on behalf of and for the account of Lessee. In such event, such work shall be paid for by Lessee promptly upon receipt of a bill thereof.

Lessor shall, at its expense, maintain in good condition and repair, the roof, foundation, structural supports, underground or otherwise concealed plumbing to the point of entry to the premises, exterior walls (excluding store front, doors, window glass, and plate glass), exterior painting, unexposed and exterior electrical systems to the premises. Lessor shall not in any way be liable to Lessee for failure to make repairs as herein specifically required unless Lessee has previously notified Lessor in writing of the need for such repairs and Lessor has failed to commence and complete said repairs within a reasonable period of time following receipt of such notification.

14. **REMOVAL OF PROPERTY.** All improvements made by Lessee to the premises which are so attached to the premises so that they cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinet work, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; surrender the premises in as good condition as they were at the beginning of the term.

At such time, Lessor shall return without interest Lessee's security deposit. Throughout the term of this lease, Lessor may utilize said security deposit for construction on the premises. All property of Lessee remaining on the premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse lessor for the cost of such removal.

15. **ALTERATIONS.** Lessee shall not make any structural or exterior alterations or additions upon said premises including signage without first getting written consent from the Lessor. Lessee shall have the right to make non-structural interior alternations and repairs without first obtaining consent of Lessor.

16. **HAZARDOUS ACTIVITIES, WASTE, ABANDONMENT.** Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building. Lessee shall not, without first obtaining the written consent of Lessor, abandon the premises or allow the premises to become vacant or deserted.

17. **RULES AND REGULATIONS.** Lessee shall observe and comply with such reasonable rules and regulations as Lessor may prescribe, on written notice to Lessee for the safety, care, and cleanliness of the building and the comfort, quiet, and convenience of other occupants of the building (See Exhibit "A").

18. **CONTROL OF EXTERIOR APPEARANCE.** The exclusive right is reserved by Lessor to control the exterior appearance of the entire premises, including but not limited to all signs, decorations, lettering and advertising visible from the exterior of the building, (including those on the interior or on windows or doors), shades, awnings, window coverings, exterior or

interior light, antenna, canopies, or anything whatsoever affecting the visual appearance of the building. Lessee will not place or cause to be placed or maintained any item of any kind on or in any of the premises affecting the visual appearance of the building or common areas without first obtaining Lessor's written approval and consent. Lessee further agrees to maintain any said items as may be approved in good condition and repair at all times.

19. UTILITY SERVICES. Lessee shall pay for all utility services which may be furnished to or used in or about the Premises and shall keep the same free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's acts or omissions. Lessor shall cause all utilities to be separately metered to the Premises, except for water and sewer which will be a common meter and tenant will be billed for its equitable share of water and sewer usage. In the event that the Lessor leases a portion of the Premises to a tenant deemed by the Lessor to be a user of water and sewer services in excess of the normal usage required by other tenants then the Lessor will, at his discretion, separately flow meter that tenant's water usage and bill the tenant directly for his portion of the water usage. The balance of the utility charges will be billed to the remaining tenants for their equitable share of water use. The cost of these utilities is covered under paragraph #4.

20. DAMAGES. If the leased premises are damaged or destroyed by fire or casualty, and Lessor does not elect to terminate this lease, Lessor shall proceed with reasonable diligence to restore the same to its former conditions. Lessee agrees that during any period of reconstruction or repair of the demised premises it will continue the operation of its business within the demised premises to the extent practicable. During the period from the occurrence of the casualty until Lessor's repairs are completed, the minimum guaranteed rental shall be reduced by the Lessor to such extent as may be fair and reasonable, however, there shall be no abatement of the other charges provided for herein.

21. WAIVER OF SUBROGATION. Lessor and Lessee hereby waive any right each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, to their respective property, the premises, or its content or to other portions of the Center, arising from any risk generally covered by fire and extended coverage insurance policies then in use in the state where the Center is situated; and the parties each, on behalf of their respective insurance companies insuring the property of either Lessor or Lessee against any such loss, waive any right of subrogation that such companies may have against Lessor or Lessee, as the case may be. Lessor and Lessee covenants with each other that, to the extent such insurance endorsement is available, they will each obtain for the benefit of the other a waiver of any right of subrogation from their respective insurance companies, if such endorsement is requested. Lessor shall not be liable for any damage to or destruction of any of Lessee's goods, merchandise, fixtures or property caused by fire or any other cause whatsoever.

22. REMEDIES OF LESSOR. If Lessee shall default in the payment of the rent reserved herein, or in the payment of any items of additional rent or other monies, due hereunder, or any part of same, or Lessee shall default in the observance of any of the other terms, covenants and conditions of this lease; or if the demised premises must be abandoned, deserted or vacated, or if Lessee shall sublet the demised premises or assign this lease except as herein provided; or

If Lessee shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or be adjudicated bankrupt by any court and such adjudication shall not be vacated within thirty (30) days or Lessee takes the benefit of any insolvency act, or Lessee be dissolved

voluntarily or involuntarily or have a receiver of Lessee's property appointed in any proceedings other than bankruptcy proceedings, and such appointment shall not be vacated within thirty (30) days after it has been made; then, upon the happening of any one or more of the defaults or events specified above, this lease and the term hereof shall at the option and election of the Lessor wholly cease and terminate, and thereupon or at any time thereafter, Lessor may re-enter said premises either by force or otherwise and have possession of the same and/or may recover possession thereof by summary proceedings otherwise, but Lessee shall remain liable to Lessor.

If Lessee shall default in the performance or observance of any term or condition in this lease and shall not cure such default within such fifteen (15) day period and thereafter proceed with diligence to complete such cure Lessor may, but shall not be obligated to cure such default by Lessee under this lease; and whenever Lessor so elects all costs and expenses incurred by Lessor, including reasonable attorneys' fees, in curing a default shall be paid by Lessee to Lessor on demand, together with interest thereon from the date of payment by Lessor to date of payment by Lessee.

In the event of any one or more of the defaults set out above, all payments of rent, additional rent during the term of this lease, or any extension thereof, shall, at the option of Lessor, become immediately due and payable in full. Lessor may re-enter the demised premises using such force for the purpose as may be necessary without being liable to any prosecution therefore, and Lessor may repair or alter the demised premises in such manner as to Lessor may seem necessary or advisable to re-let the demised premises. The Lessor has the right to re-let said premises and to collect any deficiency in re-letting in addition to any reasonable expenses incurred, however, the Lessee's obligation to pay damages must survive the termination of this lease and the election by Lessor of any single remedy does not preclude the use of any other remedy whether or not mentioned in this lease.

23. LITIGATION, COURT COSTS, ATTORNEY'S FEES. In the event that at any time either Lessor or Lessee shall institute any action or proceeding against the other relating to the provisions of this lease or any default hereunder, then and in that event, the prevailing party in such action or proceeding shall be entitled to recover from the other party its reasonable costs, expenses and attorneys' fees which shall be deemed to have accrued on the commencement of such action is prosecuted to judgment. The parties do not waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising under this lease. This lease shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

24. ASSIGNMENT AND SUBLETTING. Lessee may assign or encumber this lease and the estate granted hereby and may sublease the leased premises in whole or in part, with written permission of Lessor. Consent by Lessor to one or more assignments or sublettings shall not operate as a waiver of Lessor's rights as to any subsequent assignments and sublettings. However, notwithstanding any such assignment, or subletting, Lessee shall remain primarily responsible to Lessor for the payment of rent and performance of all covenants, terms and conditions hereof on Lessee's part to be performed. The assignee of sublessee must agree to perform any and all obligations of the Lessee under this lease.

25. SUBORDINATION OF LEASE. This lease shall subject and subordinate to all mortgages that may now or hereinafter be granted by Lessor on the real property of which the premises form a part, and also to all renewals, modifications, consolidations, and replacements of



such mortgages. Lessee hereby appoints Lessor attorney-in-fact, irrevocably, to execute and deliver any such instrument for Lessee.

Lessee shall within fifteen (15) days of receipt of written request from landlord, subsequent mortgagee or purchaser provide an estoppel letter executed and witnessed in the form requested by landlord, subsequent mortgagee or purchaser. Failure to deliver the estoppel letter within fifteen (15) days of the request will become a default under the terms and conditions of this lease.

**26. MECHANICS' LIENS.** The Lessee shall not subject the Lessor's interest or estate to any liability under any mechanic's or other lien law. No provision of this lease may be construed to imply that the Lessor has consented to the Lessee's incurring such lien. If a mechanic's lien, lis pendens or other lien is filed against the demised premises for any work, labor, services or materials that the lienor claims to have performed or furnished on behalf of the Lessee, or any person holding through or under the Lessee, the Lessee must cause such lien to be cancelled and discharged of record within ten (10) days after notice of such lien by the Lessor. If such lien is filed, the Lessor may satisfy the lien after giving notice thereof to the Lessee and without limiting the Lessor's rights or remedies under the lease. The Lessee shall promptly reimburse the Lessor for any amounts expended to satisfy the lien and for any expenses incurred in connection with the satisfaction. The Lessee shall have no right to setoff against the Lessor. The Lessee's failure to cancel and discharge of record any lien under this paragraph shall be deemed a default by the Lessee under the provisions of this lease.

**27. NOTICE.**

LESSOR: John Westfall  
16630 N. Dale Mabry Hwy.  
Tampa, Florida 33618-1400  
(813) 962-6544

LESSEE: Florida ALC Holdings, LLC  
5111 Ehrlich Road  
Tampa, Florida 33624  
(813) 220-3315

Any notice which is to be given to either party hereunder shall be deemed sufficiently given if sent by certified or registered mail, postage prepaid, to such party at its address appearing above in writing. Any notice given to Lessee shall also be given to any assignee or sublessee and all notices to any assignee or sublessee of Lessee shall also be sent to Lessee.

**28. RIGHT TO INSPECT AND REPAIR.** Lessor may, but shall not be obligated to, enter the premises at any reasonable times, on reasonable notice to Lessee (except that no notice given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on, and about the premises or building, as Lessor deems necessary or desirable.

29. **CONSTRUCTIVE EVICTION.** Lessee shall not be entitled to claim a constructive eviction for any cause unless Lessee shall have notified Lessor in writing of the condition or conditions given rise to such claim and, if the complaint be justified, and unless Lessor shall have failed within a reasonable time after receipt of such notice to commence remedying such conditions. The holder of the first mortgage shall have the right, but not the obligation, to cure the default.

30. **CONDEMNATION.** The parties hereto agree that should the demised premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be taken or condemned by competent authority for public or quasi-public use, then this lease shall terminate from the date when possession of the part so taken shall be required for the use and purpose for which it had been taken.

If this lease continues after a partial taking, the rent shall abate proportionately as to the part taken. All compensation awarded for such taking of the building, the fee, and the leasehold, shall belong to and be the property of Lessor; provided, however, the Lessor shall not be entitled to any portion of the award made to Lessee for the value of Lessee's trade fixtures. Lessee shall not be entitled to any damages for the unexpired portion of the term of this lease, or injury to its leasehold interest.

31. **INSURANCE.** Lessee during the entire term hereof, shall maintain Comprehensive General Liability Insurance with personal injury coverage of at least \$300,000.00 per person and \$300,000. Property Damage and Fire Legal Liability Insurance with respect to this leased premises and the business operated thereon and shall name Lessor as an additional insured under such insurance upon signing of lease. Lessee shall provide Lessor such evidence of insurance and have a thirty- (30) day notice of cancellation to Lessor of such insurance.

32. **INCREASE IN FIRE OR CASUALTY INSURANCE PREMIUM.** In the event Lessee's occupancy causes any increase of premium for the fire, extended coverage, or other casualty or liability insurance on the building or any part thereof, above the rate for the least hazardous type of occupancy legally permitted in the leased premises, Lessee shall pay the additional premiums on the casualty or liability insurance policies by reason thereof. The Lessee shall also pay in such event any additional premiums on the rent insurance policy that may be carried by the Lessor for its protection against rent loss through casualty. Bills for such additional premiums shall be due from and payable by Lessee when rendered and the amount thereof shall be paid as additional rent.

33. **INDEMNITY.** Lessee covenants that Lessor shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Lessee or any other person during the term of this lease, from any cause whatsoever, by reason of the use, occupancy, and enjoyment of the premises by Lessee or any person thereon or holding under said premises by Lessee or any person thereon or holding under said Lessee, and that Lessee will indemnify and save harmless Lessor from all liability whatsoever on account of any such real or claimed damage or injury and from all liens, claims, and demands arising out of the use upon said premises, but Lessee shall not be liable for damage or injury occasioned by the negligence of Lessor and its designated agents, servants, or employees. This obligation to indemnify shall include reasonable legal counsel and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

34. LESSOR RIGHT TO CANCEL. Should Lessee's business be or become or attract customers whose conduct is offensive or in any way threatening to the Lessor, the other tenants in the Center or the customers of the tenants, the Lessor may, at Lessor's option, cancel and terminate the lease, effective thirty (30) days after written notice thereof to Lessee.

35. QUIET ENJOYMENT. Provided Lessee has performed all of the terms, covenants, agreements and conditions of this lease, including the payment of rent and all other sums due hereunder, Lessee shall peaceably and quietly hold and enjoy the premises against Lessor and all persons claiming by, through, or under Lessor, for the term herein described, subject to the provisions and conditions of this lease.

The Lessor agrees to make reasonable efforts to protect the Lessee from interference or disturbance by third persons; however, the Lessor shall not be liable for any such interference or disturbance, whether caused by other Lessees of the Lessor or other persons, nor shall the Lessee be released from any of the obligations of this lease because of such interference or disturbance.

36. LESSEE SIGNS. Lessee shall have the right to erect and maintain a sign in front of the building forming a part of the demised premises provided it is in harmony with the decor of the balance of the center and provided Lessor has given its written consent to same. Lessee or its agents or employees shall be responsible for obtaining all required sign permits.

37. INTERPRETATION. If any provisions of this lease are contrary to the law of the State of Florida, each provision shall be deemed stricken herefrom and the balance of this lease shall remain fully in effect. If there is more than one Lessee or Lessor they shall be found jointly and severally. The terms "Lessor" and Lessee" and pronoun referring thereto shall be deemed to include their respective heirs, executors, administrators, successors, and assigns without regard to gender or number wherever the context so permits. The captions to each article are used for convenience only and are not to be considered a part of this agreement nor used in interpreting it.

38. AUTHORITY TO EXECUTE. Lessor and Lessee do each hereby respectively represent to the other that it has the capacity and authority to enter into this agreement.

39. NO OTHER REPRESENTATIONS. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

40. ADDITIONAL TERMS. Any additional terms of this lease may be set forth in an attachment hereto labeled "Addendum" and in the event of any conflict or inconsistency between the terms of the test of this lease and the provisions set forth in the addendum; the provisions of the addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Rod Lessee  
Stephanie E. King  
David Banning Jr.

[Signature]

BY: [Signature]  
Lessor

BY: [Signature]  
Lessee

MANAGING PARTNER

BY: \_\_\_\_\_  
"As Guarantor" David Banning Jr.

SS #: \_\_\_\_\_

DL #: \_\_\_\_\_

5111 Ehrlich Road  
Tampa, FL 33624  
Present address

(813) 220-3315  
Present phone number

(813) 926-1698  
Present fax number

## **EXHIBIT "A"**

### **RULES AND REGULATIONS**

The following Building Rules and Regulations have been adopted by the Lessor for the care, protection and benefit of the Premises and the Building and for general comfort and welfare of all tenants.

1. The sidewalks, entrances, trash collectors or mechanical equipment shall not be obstructed by Lessee or used by Lessee for any purpose other than for ingress and egress to and from the Premises and Lessee's Rental Space.
2. Lessor reserves the right to designate the time when freight, furniture, goods merchandise and other articles may be brought into, moved or taken from Lessee's Rental Space or the Center.
3. Lessee shall not put additional locks or latches upon any door without the written consent of Lessor. Any and all locks so added on any door shall remain for the benefit of Lessor, and the keys to such locks shall be delivered to Lessor by and from Lessee upon vacating the Premises.
4. Lessor shall furnish parking facilities near the Building for use by Lessee, Lessee's employees, agents, guests, or invitees, but Lessor does not guarantee the availability of parking spaces. Such parking spaces will not be directly assigned nor supervised by Lessor and Lessor shall not be liable for injuries, damage, theft or loss to persons or property that may occur upon or near said parking area. The driveways, entrances, and exits upon, into and from such parking areas shall not be obstructed by Lessee, Lessee's employees, agents, guests, or invitees; provided, however, Lessee shall not be responsible or liable for failure of any person to observe this rule. Lessor reserves the right to control the parking if necessary by designating certain areas or spaces from employees, agents, guests and /or invitees.
5. Lessor reserves the right at all times to exclude newsboys, loiterers, vendors, solicitors, and peddlers from the Premises and to require registration or satisfactory identification or credentials from all persons seeking access to any part of the building outside ordinary business hours. Lessor will exercise its best judgement in the execution of such control but shall not be liable for the granting or refusal of such access.
6. No wires of any kind or type (including but not limited to T.V. and radio antennas) shall be attached to the outside of the building and no wires shall be run or installed in any part of the building without Lessor's prior written consent. Lessor shall furnish a reasonable number of door keys to Lessee's space, which shall be surrendered on termination of the Lease. Lessor reserves the right to require a deposit for such keys to insure their return at the termination of the Lease. Further, Lessee shall not alter the locks or effect any substitution of such locks as are presently being used in Lessee's space or the service entrance without written consent of the Lessor.
7. Lessor reserves the right at all times to control signage both permanent and temporary within and without the tenant's rental space. Lessor further reserves the right to

**require the immediate removal of objectionable displays, signs or merchandise within the tenants premises.**

ADDENDUM TO OFFICE CENTER LEASE BETWEEN FLORIDA ALC HOLDINGS, LLC  
AND JOHN WESTFALL, DATED THIS 07 DAY OF NOVEMBER, 2005.

GUARANTY

As a material part of the consideration inducing Landlord to execute this Lease with Tenant, David Banning Jr. and Greg Bennett being all of the Shareholders [or Partners] of Tenant (who are collectively hereinafter referred to as the "Guarantors"), join in the execution of this Lease and jointly and severally, do hereby unconditionally guarantee the full performance by Tenant of all obligations, indemnities and agreements to be paid, performed or observed by Tenant under and pursuant to this Lease, including but not limited to the payment of Rent and any and all other sums required to be paid by Tenant hereunder when due. The Guarantors further hereby give and grant to Landlord the right, power and authority, without notice to or approval of any of them, to alter, extend or otherwise modify this Lease to the extent which may be agreed upon by Landlord and Tenant; to proceed directly against the Guarantors or any of them on this Guaranty whether or not action is brought against Tenant and whether or not Tenant is joined in any such action, without resort to any security which may be held by Landlord, and without first having exhausted the remedies it may have against Tenant. The Guarantors hereby covenant and agree to assume the Lease and to perform all of the terms and conditions thereunder for a period of 2 years from the date the Tenant takes possession of the leased space, should the Lease be disaffirmed by any Trustee in bankruptcy for the Tenant, or at the option of Landlord, the Guarantors shall, in the event of Tenant's bankruptcy, make and enter into a new lease which shall be in form and substance identical to the Lease.

The Guarantors hereby waive demand and/or notice of any kind including, but not limited to, notice of default or breach on the part of Tenant of any of the provisions of this Lease or notice of the existence, creation or incurring of any new, different, or additional obligation as aforesaid. The Guarantors and Landlord each hereby mutually waive their respective rights to a trial by jury in any court for any and all proceedings which may be brought by either party relating to this Guaranty, or any matter related thereto, or any actions taken pursuant to or in furtherance of the provisions hereof. This Guaranty shall be governed by the laws of the State of Florida, and any legal action brought under this

Guaranty may be brought in the state court of the State of Florida, or in a federal United States court in Florida, and the Guarantors hereby unconditionally consent to the jurisdiction of such courts.

The Guarantors further agree upon demand to pay Landlord reasonable attorneys' fees and all costs and other expenses incurred by it in collecting or compromising any obligation hereby guaranteed, or in enforcing this Guaranty against the Guarantors. This Guaranty will be in effect for 2 years from the date the Tenant takes possession of the leased space. After this two year period, this Guaranty will be null and void.

WITNESS:

Amara  
Print Name: AMARA HARAZAK

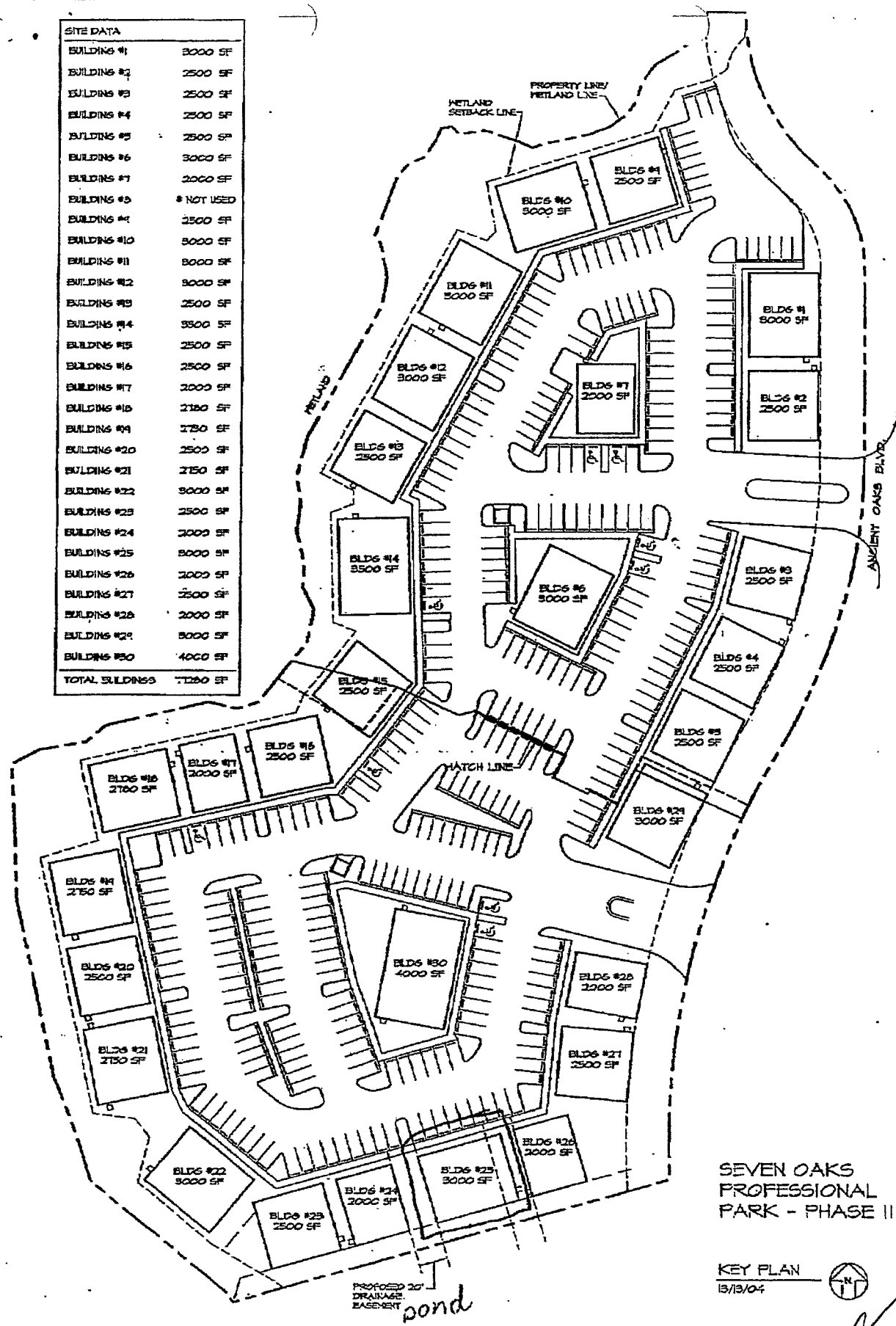
Marian Arnp  
Print Name: MARIAN ARNP

GUARANTORS:

David Banning Jr.  
David Banning Jr.

Greg Bennett  
Greg Bennett

SITE DATA	
BUILDING #1	3000 SF
BUILDING #2	2500 SF
BUILDING #3	2500 SF
BUILDING #4	2500 SF
BUILDING #5	2500 SF
BUILDING #6	3000 SF
BUILDING #7	2000 SF
BUILDING #8	* NOT USED
BUILDING #9	2500 SF
BUILDING #10	3000 SF
BUILDING #11	3000 SF
BUILDING #12	3000 SF
BUILDING #13	2500 SF
BUILDING #14	3300 SF
BUILDING #15	2500 SF
BUILDING #16	2500 SF
BUILDING #17	2000 SF
BUILDING #18	2180 SF
BUILDING #19	2750 SF
BUILDING #20	2500 SF
BUILDING #21	2750 SF
BUILDING #22	3000 SF
BUILDING #23	2500 SF
BUILDING #24	2000 SF
BUILDING #25	3000 SF
BUILDING #26	2000 SF
BUILDING #27	2500 SF
BUILDING #28	2000 SF
BUILDING #29	3000 SF
BUILDING #30	4000 SF
TOTAL BUILDINGS	71280 SF



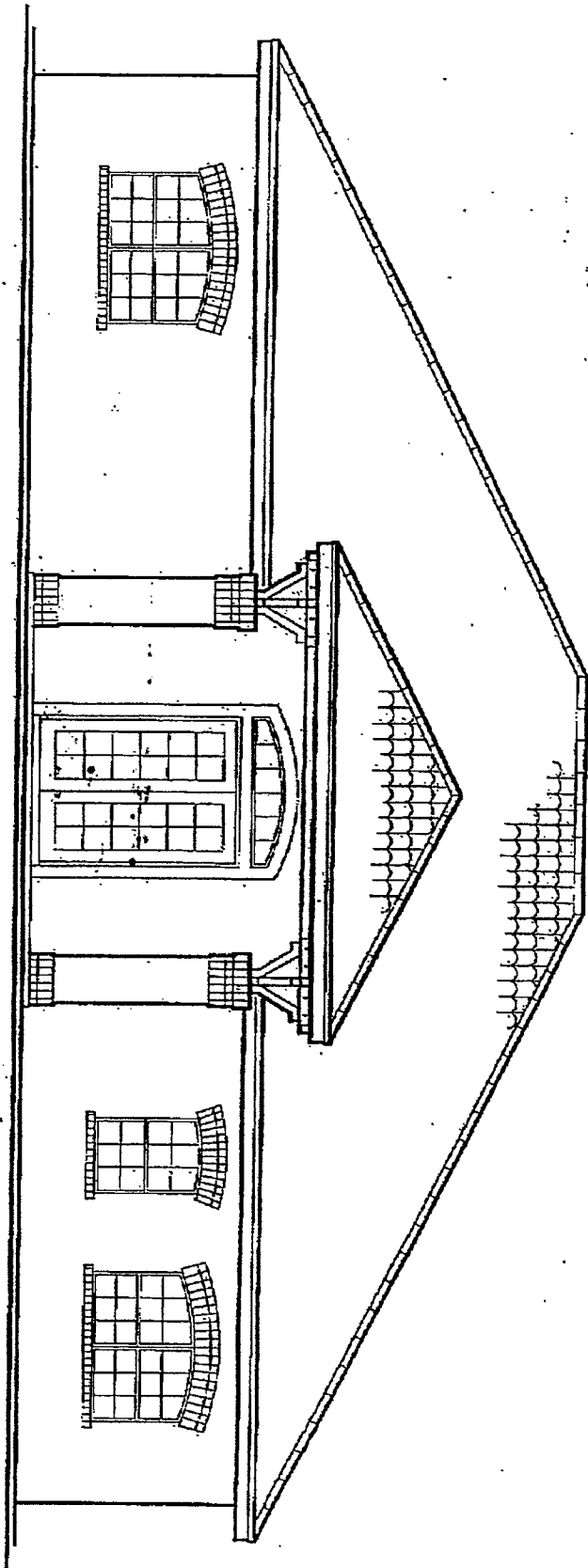
SEVEN OAKS  
PROFESSIONAL  
PARK - PHASE II

KEY PLAN  
10/13/04



*[Handwritten signature]*





SEVEN OAKS - FRONT ELEVATION  
1/4" = 1'-0"

*[Handwritten signature]*



# FedEx® US Airbill

Express

FedEx  
Tracking  
Number

8726 8134 8894

0200

Form  
ID No.

FedEx Retrieval Copy

## 1 From

Date 1/11/12

Sender's FedEx  
Account Number

272198786

## Sender's

Name *Charm Boyd*

Phone

## Company

*BMC*

## Address

*18150 Lake Drive East*

Dept./Room/Suite/Room

## City

*Quakamox*

State *MD*

ZIP

*22317*

## 2 Your Internal Billing Reference

## 3 To

Recipient's  
Name

*Charm Boyd*

Phone

## Company

*BMC*

## Address

*18150 Lake Dr. East*

Dept./Room/Suite/Room

## City

*Quakamox*

State *MD*

ZIP

*22317*

Use this line for the HOLD location address or for continuation of your shipping address.

31

HOLD Saturday  
FedEx location address  
FedEx 2Day to select locations.



8726 8134 8894

JAN 05 2012

RECEIVED

SPECIAL HANDLING AND DELIVERY SIGNATURE OPTIONS  
SATURDAY DELIVERY

## 4a Express Package Service

\* To most locations.

Packages up to 150 lbs.

### 01

FedEx Priority Overnight

05

FedEx Standard Overnight

06

FedEx First Overnight

### 03

FedEx 2Day

20

FedEx Express Saver

04

FedEx 3Day Freight

## 4b Express Freight Service

\*\* To most locations.

Packages over 150 lbs.

### 70

FedEx 1Day Freight

01

FedEx 2Day Freight

02

FedEx 3Day Freight

### 80

FedEx 2Day Freight

03

FedEx 3Day Freight

04

FedEx 4Day Freight

### 06

FedEx Envelope\*

02

FedEx Pak\*

03

FedEx Box

### 05

Packaging

02

FedEx Pak\*

03

FedEx Box

### 06

FedEx Envelope\*

02

FedEx Pak\*

03

FedEx Box

### 03

Special Handling and Delivery Signature Options

04

FedEx Signature Required

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Direct Signature

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Special Handling and Delivery Signature Options

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Special Handling and Delivery Signature Options

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FedEx Signature Required

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Direct Signature